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Gardiner, Me., Historical Series.—Number One

Land Titles in Old Pittston ^{ME.} ₁₇₉₁

*(Pittston, Gardiner, Land titles
West Gardiner and Farmington)*

HENRY SEWALL WEBSTER

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Gardner, Maine, Natural Series

Land Titles in Old Pittston

LAND TITLES IN OLD PITTSTON

I.—OLD PITTSTON

By "Old Pittston" is here meant the town as it existed at the time of its incorporation. It comprised the territory now lying in Pittston, Randolph, Gardiner, most of West Gardiner, and part of Farmingdale.

Pittston was the fortieth town incorporated by the General Court of Massachusetts in Maine, and the last established by that commonwealth while acting under its royal charter.

The act of incorporation was passed February 4, 1779. It was entitled "An Act for incorporating the Plantation called Gardinerston, in the County of Lincoln into a town by the name of Pittston, and for annexing certain lands in the said County to the town of Bowdoinham." It defined the limits of the new town as "beginning at the north line of the Town of Pownalborough at Kennebeck River, and to run an East South East Course on the said North line five miles from the said River; from thence to run Northerly about seven miles, more or less, to the south easterly corner of the town of Hallowell, and from thence to run West North West on the south line of the said Hallowell, to the said Kennebec River, and across said River, and running a West North West course on the south line of the said Hallowell, five or six miles to Cobbisconte stream on the west side of the said Kennebeck River; from thence to run southerly down the said stream, and as the stream runs to the first Pond, and on said Pond or a stream to the north line of a large lot number ten granted by the Proprietors of Kennebeck purchase to the late William Bowdoin, Esq., deceased, from thence to run an East South East course on the said north line of the said lot, to the said Kennebeck River, and from thence southerly down the said River to the North line of Pownalboough aforesaid."

Lincoln County was divided in 1799, and Pittston came within the part then incorporated as Kennebec County. In 1820 the District of Maine, until then a part of Massachusetts, became a separate state.

Pittston has undergone several territorial changes. The most considerable was in 1803, when all of its territory lying west of the Kennebec River was incorporated as the town of Gardiner. In 1844 a tract measuring fifty rods on the river and extending easterly one mile was annexed to it from the town of Hallowell, and in 1855 the farm of John Barker was set off from the town of Chelsea. Finally, by the acts of March 4, and March 17, 1887, all of it lying north of the south line of the Worromontogus stream became the town of Randolph.

The population of Pittston according to the U. S. Census has been as follows: 1790, 605; 1800, 1408; 1810, 1018; 1820, 1337; 1830, 1800; 1840, 2460; 1850, 2823; 1860, 2619; 1870, 2353; 1880, 2458; 1890, 1281; 1900, 1177; 1910, 954.

II.—SPAIN, FRANCE, AND ENGLAND

The nations principally concerned in the discovery and colonization of the New World were Spain, France and England. Each of these at one time or another claimed to own the soil which was afterwards to constitute Old Pittston. Such claim was based on the right of discovery.

Spain, as the original discoverer, was disposed to extend her sovereignty over the whole continent. But when it became recognized as a principle of international law that discovery, in order to create a valid title, must be followed by occupation and settlement, she was not prepared to colonize or defend the whole; and finding the treasures of Mexico and Peru more alluring than the regions farther north, she soon abandoned all of North America east of the Mississippi except a strip along the southern border and the peninsula of Florida.

France at first claimed all of the coast which had not been pre-empted by Spain, and in 1603 her sovereign granted to De Monts the territory between the 40th and 46th degrees of north latitude, which would include most of New England

and the Middle States. But by 1713 her pretensions had so far shrunk that she recognized the Kennebec River as her western boundary. Her principal settlements were on the St. Lawrence, but she had posts at Castine and Mount Desert, both of which have retained their French names, and Jesuit missions were supported by her at Norridgewock and at Cushnoc, now Augusta. The land from the Kennebec to the St. John was long a debatable ground between the French and the English. But by the Treaty of Paris, in 1763, France surrendered to England all of her possessions in North America except the Island of Orleans.

The English were late comers, but atoned for their laggardness by the vigor and extent of their operations. Reviving the story of early explorations by Cabot and others, they also based their claims on the right of discovery, and their supremacy on the sea made their argument a valid one. The settlement of Jamestown and Plymouth, the seizure of New Amsterdam from the Dutch, and the conquest of Canada were only a few of the events which made England mistress of all North America east of the Mississippi, with the exception of the Spanish possessions in the south. When, therefore, Pittston was incorporated in 1779, it consisted of territory to which England had possessed an undisputed title previous to the declaration of American independence. It is accordingly to English grants that we must look for the original source of land titles in Old Pittston.

III.—THE GREAT PATENT OF NEW ENGLAND

Under the English constitution the power of alienating territory belonging to the realm was vested in the crown. This resulted from certain principles of feudal law which we need not stop to examine. The instruments by which such transference of title was effected were called grants, patents, or charters. These names appear to have been used without any essential difference of meaning.

Previous to the reign of James I., English sovereigns had made grants of land in North America; but as such grants were limited in duration, or lapsed for non-performance of their conditions, or were merged in later ones, they need not

now be considered. We may also pass over the first Virginia charter, given by James himself in 1606, for the reason that, so far as our subject is concerned, it was superseded by the Great Patent of November 3-13, 1620.

On that date, James I., "by the Grace of God, King of England, Scotland, France, and Ireland, Defender of the Faith, &c.," "by the Advice of the Lords and others of our Privy Council," granted to forty lords, knights and merchants of England, all of North America between the 40th and 48th degrees of north latitude, which would be approximately from the latitude of Quebec to that of Philadelphia, and "from sea to sea." Subsequent clauses gave the name of New England to this vast territory, and made the grantees a corporate body under the title of "the Councell established att Plymouth, in the County of Devon, for the planting, ruling and governing of New England in America." In future references to this corporation it will be called the Plymouth Council. The land was to be held "in free and common Soccage," which was the most liberal form of conveyance then known to the English law. This grant, or patent, is the fountain head of land titles in Old Pittston. This patent is printed in full in the Collections of the Maine Historical Society, Documentary History, Second Series, Vol. VII, Page 20.

The grantees were not expected to betake themselves in person to the lands of which their patent made them the owners. But they were under obligations to provide for their colonization, and for this purpose they proceeded to convey certain—or in some cases uncertain—tracts or parcels to such other persons or companies as were bold and enterprising enough to undertake their settlement.

IV.—THE PLYMOUTH COLONY

In 1620 a company for colonization was formed in England in which commercial and religious elements were strangely blended. It consisted in part of "Merchant adventurers," who were to remain at home and share in the profits but not the toils of the enterprise; in part of a band of religious zealots who had already gained the name of Pilgrims by flee-

ing from their country to Holland for the purpose of practising a form of worship not permitted on English soil. The latter, numbering with their wives and children one hundred persons, set sail in the Mayflower from the port of Plymouth, England, in September, 1620. They intended to land near the mouth of the Hudson River, but they were carried from their course, and were compelled by the rigors of the season and the obduracy of the ship's captain to disembark at a place near Cape Cod to which Captain John Smith had years before given the name of Plymouth. There they landed December 11-21, 1620, and began the first permanent settlement in New England. The following year they received from the Plymouth Council a grant of the land which they occupied. The relations of the colonists with the foreign members of the company did not prove entirely satisfactory; so in 1627 they negotiated for the purchase of all the foreign stock, to be paid for in instalments. The last payment was made in 1633.

V.—THE PLYMOUTH PATENT

In 1625 the Plymouth colonists, then numbering about three hundred, sent a boat load of corn to some place on the Kennebec River to be exchanged with the Indians for furs. The venture proved so profitable that it was repeated the following year. A thriving trade soon grew up, and to corn were added other articles of barter. This awakened in the thrifty Pilgrims a desire for some land on the Kennebec for the erection of a permanent trading post, and doubtless for such other purposes of traffic and settlement as future developments might offer. Negotiations were entered into with the Plymouth Council, and resulted in a new grant or charter which is dated January 13-23, 1629-30. By this instrument the Council confirmed to "W^m Bradford his heires associates and assignes" all their Plymouth lands, to which more definite boundaries were assigned, and further conveyed to them "all that Tract of Land or part of New England in America afores^d which lyeth within or betweene and Extendeth it Selfe from the utmost of Cobestcont alias Comasecont Which adjoyneth to the Riuer Kenibeck alias Kene-

beckick towards the Western Ocean and a place called the falls of Nequamkick in America aforesaid and the Space of fifteen English miles on Each Side of the said Riuer Commonly called Kenebeck Riuer and all the said Riuer Called Kenebeck that Lyes within the said Limitts and Bounds Eastward Westward Northward and Southward Last afore mentioned," together with "Egress & regress with Shippes Shallops and other Vessels from the Sea Commonly Called the Western Ocean to y^e s^d Riuer called Kenebeck and from the Riuer to the said Western Ocean," &c. The full text of the charter may be found in the Collections of the Maine Historical Society, Second Series, Vol. VII, Page 108.

March 2-12, 1640-41, Governor Bradford and his associates assigned all of their rights under the patent to the freemen of the Plymouth Colony. *Ib.*, Page 256.

The Plymouth colonists were careful to strengthen and extend their title by Indian deeds. The most important of these in its actual results was one which they obtained in 1648 from Munguin alias Matahameada, which was "consented unto by Essemenosque Agadodemagus & Tassuck Chief men of ye place and proprietors thereof." The consideration for this deed was "two Hogsheads of provisions, one of Bread, and one of pease two Coats of Cloth, two Gallons of Wine, and a bottle of strong waters." It conveyed to the colony the land on both sides of the Kennebec from Cushena (Cushnoc) to the Weserunscut (Wesserunscutt), a small stream which empties into the Kennebec a little below the village of Norridgewock. It will be seen that this deed had much to do with fixing the northern boundary of the Kennebec Purchase.

The Pilgrims established a trading post at Cushnoc, now Augusta, and used the river and adjacent territory for traffic and fishing. Shad, sturgeon and salmon are mentioned as among the fish taken there. It was largely from the income derived from this source that the colonists were enabled to discharge their obligations to their English creditors. No efforts were made towards a permanent settlement.

In course of time the enterprise became less profitable, and by 1661 the colonists decided to sell all their possessions on the Kennebec, and they were sold for 400 pounds to Antipas Boyes, Edward Tyng, Thomas Brattle and John

Winslow, merchants, of Boston. The deed was dated Oct. 27, 1661, but was not "Signed Sealed & Delivered" until June 15, 1665. The description follows that of the earlier grant, but "Cobestcont" in the former deed becomes "Cob-basecontee" in the latter, which is nearer to the modern form. . . Special mention is made of the Indian deed referred to above. This deed to Boyes and his associates is printed in York Deeds, Vol. IX, folios 225-228, and also in the volume of Historical Collections already referred to, page 296.

VI.—THE KENNEBEC COMPANY

In 1675 began the first of a series of Indian wars in Maine, which not only checked the tide of emigration to that state, but laid waste several flourishing settlements already established within its borders. In consequence of these disturbances, the new proprietors and their heirs neglected their lands on the Kennebec, or, like their predecessors, used them only for fishing and trading, until 1749. In September of that year a meeting was held in Boston of persons interested in the patent either by descent or purchase; and in June, 1753, a corporation consisting of such persons was formed under a law just passed by the General Court of Massachusetts. It was called "The Proprietors of the Kennebec Purchase from the late Colony of New Plimouth", but is generally known as the Kennebec or Plymouth Company. A list of its members in 1756 is extant, and contains among others the names of William Brattle, Silvester Gardiner, Florentius Vassall, Benjamin Hallowell, Charles Apthorp, Thomas Hancock, James Bowdoin, James Pitts, Edward Tyng, William Bowdoin, Samuel Goodwin, William Vassall, Robert Temple and John Winslow.

The organization of the Kennebec Proprietors was followed by a long dispute over boundaries. The source of the difficulty may be understood from the following quotations. "In no other section of New England were so many grants conferred by the Great Council as within the limits of Maine, where from ignorance, or reckless disregard of geography, the Company issued, in quick succession, patents whose over-

lapping boundaries caused long and bitter controversies." (Mary F. Farnham, Collections of Maine Historical Society, Second Series, Vol. VII, Page XVI.) "Grants, indefinite in their limits, were made to individuals or to companies, were revoked and reissued with varying boundaries, as interest or favor could obtain them, and from carelessness or ignorance the same territory was covered by more than one grant. Many tracts were also held under Indian deeds." (R. H. Gardiner, Collections of Maine Historical Society, Vol. II, Page 27.)

The Kennebec Company claimed at first to own to the sea, but probably without the expectation that so preposterous a claim would be recognized. East of the Kennebec they were antagonized by Clark and Lake, whose Indian deeds, if held valid, would have carried them as far north as Ticonic Falls. West of the river, the owners of the Pejepscot Patent maintained that the Kennebec tract did not extend south of the Cobbossee, or at farthest of a point opposite Nahumkeag stream, the "Nequamquick" of the original grant. There were also disputes of minor importance with the Wiscasset and the Pemaquid proprietors.

It was finally determined, partly by commissioners appointed by the Superior Court of Massachusetts and partly by compromise, that the Kennebec Purchase extended from the north lines of Woolwich and Topsham to a point one league north of the mouth of the Wesserunsett. The southern boundary was fixed by locating "the bend of the river Cobbessseecontee which is nearest the western ocean", while the north line "was determined by deed obtained of the Sagamores, A. D. 1648, by the Plymouth Colony, and another A. D. 1653, of all lands from Cushnoc to Wessarunset; and by the surveys and plans of Johnson, Bane and Bradbury, and the depositions of old men." (Williamson's History of Maine, vol. I, Page 236, note.) These bounds were confirmed by a deed from the State of Massachusetts in 1789. Finally, in 1816, it was decided that the east and west lines were not straight, but corresponded with the bendings of the river, and were everywhere fifteen miles distant therefrom. As thus defined the entire tract was estimated to contain 1,500,000 acres.

The Kennebec Company continued in existence until 1816,

when it sold at auction all of its lands which it had not previously disposed of and wound up its affairs. Its records and papers, filling many volumes, are in the possession of the Maine Historical Society. Miss Farnham, in one of the volumes prepared by her for that Society, says that these papers, as well as those of the Pejepscot Company, have been carefully indexed; but unfortunately the statement is true only as to the Pejepscot papers.

VII.—GRANTS BY THE KENNEBEC COMPANY

The first efforts of the proprietors to attract settlers to their lands were not successful. In March, 1752, they voted to grant a tract five miles square, above the Cobbossee Contee River, to three persons, on condition that one hundred persons should be introduced within three years, but nothing was done towards complying with the terms. Another offer of 21,000 acres made the following year met with the same result. Down to 1754, the offers of seven townships had successively failed, because the grantees in each case were unable or unwilling to perform the conditions.

The great obstacle to settlement was undoubtedly the fear of Indian attacks. Most of these proceeded from the north, and as early as 1751 the proprietors had requested that Fort Richmond be moved in that direction. In 1754 the provincial governor, William Shirley, addressed a letter to the proprietors in which he proposed that, if they would build a fort at Cushnoc, the province would undertake the erection of one at Ticonic. The proposition was gladly accepted, and both forts were completed before the close of the year. The site of the provincial fort, called Fort Halifax, is marked by a block-house still standing in the town of Winslow. The main building of the other fort, which was named Fort Western, is now standing in Augusta, on the east bank of the river, a little below the Kennebec bridge. It has been degraded to a tenement house, but is still known as the Old Fort. The Company also, the same year, built another fort, called Fort Shirley, on the eastern shore of the Kennebec, about a mile above the head of Swan Island. As a consequence of the security thus afforded, the land in the neigh-

borhood of the forts was soon taken by settlers, but the territory around the Cobbossee remained still unoccupied.

A partial survey and allotment of the Kennebec Company's land were made as early as 1751. Among the lots then laid out were eleven west of the Kennebec River, each measuring one mile on the river and extending westerly five miles. They began at Abdagusset Point, ten miles below the south line of Pittston, and were numbered from south to north. Lot No. 10 was the Bowdoin Lot, the north line of which was made the south line of the town. No. 11 was therefore the only one of these lots which came within the limits of Old Pittston.

Lot No. 11 was conveyed by the Kennebec Proprietors to Thomas Hancock, Esq., of Boston, in accordance with a vote passed January 14, 1756, although the deed was not acknowledged until March 13, 1761. It is described as beginning at the E. S. E. end of the northerly line of a highway eight poles wide between Lots 10 and 11, where said line strikes Kennebec River, thence by said highway W. N. W. five miles, thence northerly one mile, thence E. S. E. five miles to said river, thence southerly to the boundary line first mentioned, "and is a tract of land of five miles in Length and one Mile in Breadth; upon Condition that he the said Thomas Hancock Esquire, build a House, not less than twenty Feet Square, and settles a Family thereon, within one Year if not prevented by a War; Reserving to this Propriete, all the lands petitioned for by any Person or persons, together with all the Actual and Seperate Improvements made on the Premises, provided said lands petitioned for, and said Improvements be granted by this propriete, within Three Years from the Date hereof."

May 7, 1763, Thomas Hancock deeded a part of this lot to Jonathan Bowman "beginning upon Kennebec River at the North line of my Thirty two hundred acre lot called No. 11 and at a Tree Marked (standing on the Bank) 11 opposite to Nehumkeag Island," thence running on said North line W. N. W. one mile, thence S. S. W. one hundred poles, thence E. S. E. to said river, thence up said river northerly to the first mentioned bounds. The remainder passed by will to Ebenezer Hancock, who deeded it, July 16, 1772, to "John Hancock, Merchant, of Boston, Esquire," except-

ing the two hundred acres belonging to Jonathan Bowman. A part of the land is said still to be held by the Hancock heirs.

North of No. 11 was an irregular lot called A B. It was triangular in shape, measured about five miles on the Kennebec, and terminated twenty rods north of the Cobbosseecontee River. It was conveyed to Silvester Gardiner by the following deed:

To all to whom these presents shall come, Greeting—Whereas his late Majesty King James the first for the advancement of a Colony and Plantation in New England in America, by his highness's Letters Patents under the great Seal of England, bearing date at Westminster the third Day of November in the Eighteenth year of his highness's Reign of England &c, did grant unto the Right Honorable Lodowick late Lord Duke of Lenox, George late Lord Marquiss of Buckingham, James Marquiss of Hamilton, Thomas Earl of Arundle, Robert Earl of Warwick, Sir Ferdinando Gorges Knt. and divers others whose names are expressed in the said Letters Patents and their successors, that they should be one Body politick & corporate, perpetually consisting of forty persons, and that they should have perpetual succession and one common Seal to serve for the said Body, and that they and their successors should be incorporated called and known by the Name of the Council established at Plimouth in the County of Devon, for the planting, ruling, Ordering & governing of New England in America: and further also did grant unto the said President and Council & their Successors forever, under the Reservations in the said letters Patents expressed; all that part and portion of the said Country now called New England, in America, situate lying and being in Breadth from forty Degrees of Northerly Latitude from the Equinoctial Line to forty Eight Degrees of the said Latitude inclusively and of Length of and in all the Breadth aforesaid throughout the main Lands from Sea to Sea, together also, with all the firm Lands, Soils, Grounds, Creeks, Inletts, Havens, Ports, Seas, Rivers, Islands, Waters, Fishings, Mines, Minerals, precious Stones, Quarries, and all and singular the Commodities and Jurisdictions, both within the said Tract of land lying upon the main as also within the said Islands and Seas adjoining: To have, hold possess and enjoy the same unto the said Council and their Successors and Assigns forever; to be holden of his Majesty his heirs and successors, as of his Manor of East Greenwich, in the County of Kent, in free and common Socage, yielding and paying therefor to the said late King's Majesty, his heirs and Successors, the fifth part of the Oar of Gold and Silver, as in

and by the said letters Patents, amongst other privileges and matters therein contained ; more fully and at large, it doth and may appear.

And whereas the said Council established at Plimouth in the County of Devon by the Charter and Deed of Affeofment, bearing Date the Sixteenth Day of January A. D. one thousand Six hundred and twenty Nine by virtue and authority of his said late Majesty's Letters Patents, and for & in Consideration that William Bradford, and his Associates, had for these Nine years lived in New England aforesaid, and there inhabited and planted a Town called by the name of New Plimouth, at their own proper Costs and Charges ; and seeing that by the special providence of God and their Extraordinary Care and Industry, they had increased their plantation to near three hundred People and were able to releive any New Planters or other his Majesty's Subjects upon that Coast ; granted & assigned unto the said William Bradford his heirs associates and assigns all that part of New England—(here follows a description of the tract in and about New Plymouth)—

And forasmuch as they had no convenient place either of Trading or fishing within their own precincts, whereby after so long travel and great Pains so hopeful a plantation might subsist, as also that they may be encouraged the better to proceed in so pious a Work which might especially tend to the Propogation of Religion and the great increase of Trade to his Majesty's Realms and advancement of the publick plantation.

The said Council further granted and assigned unto the said William Bradford his heirs, associates & assigns All that Tract of land, or part of New England in America aforesaid, which lyeth within or between and extendeth itself from the utmost Limits of Cobbiseconte alias Comasseconte, which adjoineth to the River of Kennebec, alias Kenebekike, towards the Western Ocean and a place called the falls of Neguamkike, in America aforesaid, and the space of fifteen English Miles on each side of the said River, commonly called Kenebeck river, and all the said River called Kenebeck, that lies within the said Limits and Bounds, Eastward, Westward, Northward or Southward last above mentioned, and all Lands, Grounds, Soils, Rivers, Waters, Fishings, situate lying and being, arising happening or accruing in or within the said Limits and Bounds, or either of them, together with all Rights and Jurisdictions thereof, the Admiralty Jurisdiction excepted, in as free, large, ample and beneficial manner, to all Intents, Constructions and purposes whatsoever, as the said Council, by virtue of his Majesty's Letters Patents might or could grant—To have and to hold

the said Tract and Tracts of land and all & singular the premises above mentioned to be granted with their and every of their Appurtenancies to the said William Bradford, his heirs, associates and assigns forever, yielding and paying unto our said Sovereign Lord the King, his heirs and Successors forever One fifth Part of the Oar of the mines of Gold and Silver, and one other fifth part thereof to the President and Council which may be had, possessed and obtained within the precincts aforesaid, for all Services whatsoever, as in said Charter may more fully appear.

And whereas the said William Bradford and his associates afterwards assigned over and surrendered up to the late Colony of New Plimouth, the aforesaid Tract on Kennebeck River, together with other lands, and the same Colony afterwards viz: on the Twenty seventh Day of October A. D. 1661, being seized of the whole Tract aforesaid, on Kennebeck River; and also the lands on both side the said river upward to Wessarunscutt, by their Deed of Bargain & Sale of that Date, for and in Consideration of the sum of four hundred pounds Sterling, sold all the said lands on said River, to Antipas Boyes, Edward Tyng, Thomas Brattle & John Winslow, their and every of their heirs & assigns forever, as the said Deed, registered in the Records of said Colony, may more fully appear:

Know Ye, That we the heirs and assigns of the said Antipas Boyes, Edward Tyng, Thomas Brattle and John Winslow, of and in all lands on Kennebec River aforesaid and legal proprietors thereof, at our meeting held at Boston this eleventh Day of December A. D. 1754 called & regulated according to Law have voted, granted and assigned to Silvester Gardiner of Boston in the County of Suffolk and province of Massachusetts Bay in New England Physician, his heirs and assigns forever, a parcel of land within our Tract aforesaid, situate, lying and being on the West side of Kennebeck River, Butted and Bounded as follows, viz: Beginning twenty Rods North of Cobbisconte River, and runs Westerly two miles, keeping the same Breadth and and then runs Southerly to the said Cobbiseconte River, and then runs on said River till it comes to the first Pond on said River, and then runs on the East Southeasterly side of said Pond, until it meets with the North Line of Lott No. 11, commonly called Thomas Hancock Esq. his Lott: then runs East South East on the North line of said Lott, until it meets Kennebeck River; Then runs Northerly up said Kennebeck River, until it meets the first mentioned Bounds; On Condition the said Silvester settles two families on said Tract, within three years, if not prevented by an Indian War; This lot granted to said Silvester

lies in a Triangular Form, and is called Lot AB in the Company's plan, as thereon delineated, and laid down by John North Esq Surveyor.



In Witness whereof, The Proprietors aforesaid have caused their Seal to be hereto affixed.
David Jeffries prop
Cler.

December 17, 1760, the Kennebec Proprietors granted to Silvester Gardiner "Lott Number twenty", described as follows: Beginning Twenty Rods to the Northward of the north side of the Mouth of Cobbisecontee Stream, where it empties itself into Kennebeck River, from thence to run a W. N. W. Course Five Miles, and from the end of Termination of said five miles, to run a Northerly Course, one Mile, where it meets with the South Line of Lott Number Twenty one, and from thence to run an E. S. E. Course for five Miles, upon said South Line of said Lott Number Twenty one where it meets with said Kennebeck River, and from thence to run Southerly upon said Kennebeck River, until it meets with the first mentioned Boundary: with the same conditions, except the building of a house, and the same reservations as were contained in the grant to Thomas Hancock.

January 8, 1761, Silvester Gardiner deeded the northerly half of this lot to Thomas Hancock. The conveyance was for a nominal price, ten shillings being the consideration named, and Dr. Gardiner received other lands in exchange. When Hallowell was incorporated, the center line of No. Twenty was made its southern boundary. This north half, therefore, which was afterwards known as the Bowman Point tract, was never a part of Pittston, but it was annexed to Gardiner in 1834. It is now in the town of Farmingdale.

April 25, 1762, Thomas Hancock deeded to Jonathan Philbrook of Kennebec River, Mariner, a lot from the northeast corner, measuring 50 poles on the river and 320 poles in length. Philbrook conveyed the same to Robert Pierpont of Boston, Feb. 1, 1768, and Pierpont, May 20, 1783, deeded it to his "kinsman, James Pierpont Fellows, a minor and son of Gustavus Fellows of Boston."

The remainder of the north half of N. 20 passed by will from Thomas Hancock to his nephew William Bowman in 1763. The latter, Aug. 29, 1792, deeded to James Springer

of Pittston, shipwright, a lot measuring twenty rods on the river and half a mile in length, and the rest, April 2, 1796, to Peter Grant, trader, and James Parker, physician, both of Pittston, and James Springer, Moses Springer, Joseph Glidden and Hugh Cox, all of Hallowell. Carr Barker made a survey in 1795 and divided the land within four miles of the river into smaller lots.

The original grant of No. 20 described it as beginning "twenty Rods to the Northward of the north side of the Cobbiseconte Stream". As the Cobbossee has two mouths, some litigation was necessary before it could be determined from which one measurements should be made. The southerly one was finally decided upon.

February 21, 1764, the Proprietors granted to Silvester Gardiner a tract described as follows: "Beginning on the West side of said Kennebec River, Twenty poles to the Northward of Cobbiseconte Stream, where it empties itself into said Kennebeck River, from thence running a West North West Course until it strikes Cobbisconte Stream that Issues out of Cobbiseconte great Pond, from thence to run Southerly down said Stream as the said Stream runs, to Cobbiseconte first Pond, then running along the Northerly End of said Pond to the Stream which issues out of said Pond. Then running Northeasterly, as said Stream runneth to said Kennebeck River, and from thence twenty Poles northward of said Stream up said Kennebeck River, and is bounded Northerly by a Tract of Land formerly granted by said proprietors to said Silvester Gardiner Esq. and Westerly by said Cobbiseconte Stream which Issues out of Cobbiseconte great Pond, and Southerly by Cobbiseconte first pond, & Easterly by the Stream which Issues out of said Cobbiseconte first pond which empties itself into said Kennebeck River, then Northerly Twenty Poles up said Kennebeck River to the first mentioned Bounds, being Lots Twenty three G. & Twenty four G. delineated on a plan draughted by John McKechnie Surveyor Dated November 1762 & signed by David Jeffries proprietors Clerk."

This deed recites that it is given in consideration of the grantee's "great Trouble and Expencc in bringing forward settlements on said Kennebeck River." This clause has

been cited as evidence of Dr. Gardiner's special activity in that direction, but it appears that all of the deeds given to proprietors under the same allotment contain the same expression.

Another grant was made to Silvester Gardiner November 8, 1769. It recites his purchase of Lot No. 20, his conveyance of the northerly half of the same to Thomas Hancock, and his offer to purchase the land lying between the rear of the southerly half of said lot and "Cobbiseconte great Pond", and then conveys to him a tract "beginning at the West side of Cobbiseconte Stream on the East End of the North Line of the ten mile Lot number twenty two where it strikes Cobbiseconte River, from thence West North West on said North Line to Cobbiscontee great Pond, then Northerly up the Easterly side of said Pond until it meets a line running West North West from the Center of said Lot Number Twenty, thence to run an East South East Course on said Line to Cobbiseconte River, then down said River to the first mentioned Bounds and all the land lying between said stream and the Rear of the southerly half of said Lot Number twenty. In consideration of the said Silvester Gardiners paying for the Use of said Proprietors the sum of seventy five Pounds lawfull Money."

By these several conveyances the Kennebec Company had deeded all of Old Pittston lying west of the Kennebec to two persons. Thomas Hancock had received five square miles, or 3200 acres, in the southerly part of the town, and the remainder had become the property of Silvester Gardiner. This part of Dr. Gardiner's possessions is called in his will his "Cobbiscontee Tract."

The land east of the Kennebec was also divided into five mile lots, measuring one mile on the river and extending E. S. E. five miles. They were numbered from north to south, and the line between Hallowell and Pittston was through the center of No. 12. The disposition of such of these lots as fell within the limits of Old Pittston will now be given. Whenever a grantor is not named, it is to be understood that the title was derived from the Kennebec Company.

The north half of No. 12 was granted to William Tufts of Kennebec, Feb. 9, 1763, and William Tufts of Pownal-

borough, yeoman, conveyed it to William Vassall of Boston, gentleman, Feb. 11, 1764.

The south half of No. 12 was granted to Silvester Gardiner March 14, 1764. July 26, 1764, he deeded to James Winslow about ninety acres in the northwest corner, described as being about three quarters of a mile above Cobbisconte Mill, measuring 320 poles on William Vassall's south line and 40 poles wide. The same day he deeded to Joseph Glidden of Gardinerston, shipwright, another lot of the same dimensions south of Winslow's, and to James Flagg of Gardinerston, merchant, a lot of the same length and 50 poles wide next south of Glidden's. The act of incorporation of the town Hallowell, 1771, describes the south line of the part lying east of the Kennebec as "at the north line of James Winslow's land lying within a thirty two hundred acre lot number 12."

Lot No. 13 was granted to Silvester Gardiner Dec. 11, 1754, by the same vote by which he received Lot A. B. west of the river. This grant is not on record in this county, and the record here given is from the books of the Kennebec Company.

The north half of No. 14 was granted to Silvester Gardiner Oct. 12, 1768, excepting "Fifty Acres being half of the hundred Acres granted to John Shanney as a settler." The Shanney lot will be more particularly described in connection with the south half of this lot. The grants to Silvester just described constitute what in his will he calls the Worromontogus Tract.

The south half of No. 14, excepting fifty acres of the Shanney grant, was granted to James Bowdoin July 5, 1770. Bowdoin's deed is not on record in this county, but the date is given in his deed to Reuben Colburn, dated Jan. 1, 1773, which conveys to said Colburn all of said south half, except "fifty Acres of land, being one half of a hundred Acre Lot granted by the Kennebeck Proprietors to John Shanney the twelfth day of October, 1763, said hundred acres fronting on said River and extending in Width twenty poles on each side of the Center of said Lott Number fourteen and running East South East three hundred and twenty poles." There is no record of the Shanney grant, nor of any deed running from him.

No. 15 was granted Aug. 12, 1761, to Habijah Weld, Jonathan Fox, Samuel Fowle and Jonathan Reed. By a deed of division, dated Oct. 30, 1762, the grantees divided it into four lots, each eighty rods wide and five miles long. Jonathan Reed of Woolwich received the northerly lot, "except that part of the stream called Eastern River which runs through the same parcel and the mill privileges thereon." The next went to Habijah Weld of Attleboro, County of Bristol, "excepting the Brook running through the same called Negumkee Brook and the mill privileges thereon." The next lot became the property of Samuel Fowle of Woburn, County of Middlesex, and the fourth or south lot of Jonathan Fox, also of Woburn.

In the original grant of No. 15 it is also called the Negumkee Lot. Negumkee is a modification of the name Nequamkick which was used in the grant of the Plymouth Council to Gov. Bradford and his associates, and has been further changed to Nahumkeag, by which name the stream and pond are now known.

A lot of 100 acres, 50 poles wide and extending E. S. E. 320 poles, from the southwest corner of No. 16, was granted to David Bailey June 8, 1763. The conditions of the grant were that the grantee should build a house not less than twenty feet square and seven feet stud, clear and bring to fit for tillage five acres of land within three years, live and dwell on the premises during said term, or in case of death then his heirs or some person under them, and they or some person under him or them should dwell thereupon seven years after the expiration of said three years; also that he or they should work on the ministerial lot or in building a house for the public worship of God two days in a year for ten years when required and two days in a year on the public roads until said land should be erected into a township.

The remainder of No. 16 was granted, April 23, 1783, to "the heirs and assigns of Paschal Nelson, late of London, Esq., deceased, and to the heirs of Robert Temple, senior, Esq., and Mehetabel his wife late of Charlestown in the Commonwealth of Massachusetts, deceased, considered as heirs or assigns of Sir Thomas Temple, deceased, in right of whom this grant is made." Robert Temple married Mehitabel Nelson, and it was probably by some family ar-

rangement that the grant was made jointly to the Temple and Nelson heirs. The next conveyance of record was dated Dec. 13, 1803, when Thomas Lindall Winthrop of Boston, administrator of the estate of John Nelson, late of the Island of Granada, deeded it to James Lloyd of Boston, and the same day Lloyd reconveyed to Winthrop "an undivided moiety." Both of these deeds contain an exception of the Bailey lot. Thomas L. Winthrop, was Robert and Mehitable Temple's son in law, and was the father of Robert C. Winthrop of Boston.

The lot east of the Kennebec, next south of No. 16, was called the Diamond Lot. It was of the same dimensions as the other lots, containing five square miles. Its name was probably derived from its shape. A settler's lot of 100 acres was granted to Nathaniel Bailey of Pownalborough, yeoman, June 8, 1763. It was on the river, extending 50 poles each side of the center line and E. S. E. 320 poles. The conditions of the grant were that he should build a house not less than twenty-five feet square and seven feet stud, clear and bring to fit for tillage five acres of land within three years, live on the premises during said term, and that he or his heirs, or some person under them should dwell there for seven years after the expiration of said three years. The occupant was also to work on the ministerial lot or in building a house for the public worship of God two days in a year for ten years when required, and two days in a year on the public roads until the lands should be incorporated into a township.

The remainder of the north half was granted to Robert Temple, Esq., of Charlestown, May 9, 1764. Of the south half, eighty acres were granted to Silvester Gardiner June 21, 1769. It was south of the Bailey lot, measuring forty poles on the river and extending back one mile. Aug. 28, 1756, Gardiner had deeded the same land to Abner Marson of Pownalborough, labourer, showing that it had been allotted to Gardiner several years before he received his grant. All of the south half not included in previous grants became the property of Silvester Gardiner Aug. 22, 1770. Each of the 80-acre grants referred to above reserves "liberty of passing and repassing in a Creek leading out of Kennebec River across said Lot."

Lot No. 17, sometimes referred to as the Vassall Lot, was "Voted, granted and assigned to Florentius Vassall, Esq., of London," Feb. 4, 1756. Nov. 2, 1763, he deeded to Walter Cane of Kennebeck River a lot of 100 acres from the center, similar to the other hundred acre lots which have already been described. This did not prevent him from giving Robert Twycross a deed of the same land in 1768, but the Cane deed was the one under which the land passed to future purchasers. James Flagg as administrator of Cane's estate sold it to Samuel Goodwin, Jr., of Pownalborough, who in turn conveyed part to Samuel Eastman and part to Jonathan Burnell of Sherburn, Nantucket Island.

The original grant of the Vassell Lot is not on record in this county. The remaining 3100 acres were sold for taxes in 1784, and were conveyed by tax deed to Joseph North of Hallowell. Dec. 27, 1786, they were redeemed by Richard Vassall of London, Florentius Vassall's son, and North reconveyed to him. The payment was made by Samuel Goodwin, and there is on record a long deposition in which he relates how he tried to get a bill of items from North, who refused to give it, said that the amount tendered was correct, put the money in his pocket and offered the deed, which Goodwin was obliged to accept.

Florentius Vassall died in 1778, and by his will his real estate in America was to go to his son Richard and Richard's daughter Elizabeth, and then to Elizabeth's male heirs. Elizabeth had married Sir Godfey Webster, and they had two sons, Godfrey, who died in 1836, and Henry. While in Italy, in 1795, she became intimate with Lord Holland, and her husband obtained a divorce from her and a verdict of 6,000 pounds against her paramour. After the divorce, Lord Holland married her, and she returned to England to become mistress of Holland House and leader of that illustrious Holland House Circle whose fame endures even to this day. To these family complications has been ascribed in part the neglect of the Kennebec property.

Neglected at any rate it was, and like many tracts belonging to absentee owners, it was taken possession of by "squatters." Henry Webster became a Lieutenant Colonel in the British Army, and in 1846 an action in his name against Peter Cooper was entered in the U. S. Circuit Court

at Portland for the recovery of a part of the Pittston property. A trial resulted in a verdict for the defendant, but the case was carried to the U. S. Supreme Court, which reversed the judgment and sent the case back for further proceedings. In 1854 the defendant was defaulted and judgment was entered for the plaintiff, but there is no record of any attempt on his part to enforce it. Sabine says in his "Loyalists of the American Revolution", that the suit was prosecuted in the interest of some persons in Boston who had purchased the rights of Henry and his mother, and that the litigation was terminated by the defendant paying "a small sum for the land he occupied and each party his own costs." Both of these statements appear probable.

We have nearly reached the south line of Pittston. Jan. 7, 1764, the Proprietors conveyed to "Martin Hayley of Kennebeck, Husbandman," a lot of land beginning on the river at the westerly end of a road eight poles wide "which Road is the Northern Boundary of the Town of Pownalborough," running E. S. E. 390 poles, then N. N. E. 45 poles, then W. N. W. to the river, then southerly to the first bounds, containing one hundred acres. The consideration was 40 pounds, and the conveyance was absolute and without conditions. Hanson says that the first English hay cut in Pittston was raised on this land. The tax deeds of the Vassall lot make Martin Haley's land its southern boundary.

VIII.—LOTS SOUTH OF THE COBBOSSEE

In 1763 John McKechnie divided a part of the land belonging to Silvester Gardiner, west of the Kennebec, into ten acre, eight acre and five acre lots. The latter were south of the Cobbosseecontee River, and shall first receive our attention. The McKechnie plan was dated Nov. 14, 1763. I have not been able to find it or a copy of it, but the five acre lots were copied into the Solomon Adams plan of 1808. They were twenty in number, and were numbered from north to south. The north line of No. 1 was near the north line of the lot on which the Public Library now stands. These lots fronted on Kennebec River, and were each twelve rods in width. From No. 1 to 15 they were seventy rods long, and

the rest sixty-seven rods, the longer ones containing a reservation of forty feet for a road near the river. Lot No. 1, on the Adams plan, extends to Brunswick Square, now known as the Common; but as the western bounds of the lots followed the bendings of the river, there was a space left between most of them and what is now Dresden Avenue.

The consideration expressed in the deeds was nominal, five shillings being usually the amount named, but the grant was subject to the following conditions: The grantee to build and maintain a fence wherever his land abutted on that of Dr. Gardiner, to build a house not less than twenty feet square, to "clear and bring to" two acres of land fit for mowing or tillage within two years, to dwell on the premises by himself or some person under him for the term of seven years, to work three days each year for ten years on the highways, and two days each year during the same term on the ministerial house or lot, or the house of public worship, and to pay each year six shillings "towards supporting such Orthodox minister as shall be obtained to preach the Gospel to the Inhabitants of such Plantation and approbated by the said Grantor, or his Heirs."

Five acre Lot No. 1 was the first "settler's lot" deeded by Silvester Gardiner from his land west of the Kennebec within the limits of Old Pittston. The deed was dated Nov. 25, 1763, and the grantee was "Joseph Glidden of Gardiners-town at Cobbiseconte on Kennebeck River, Shipwright." Feb. 11, 1768, Joseph Glidden, Gentlemen, deeded it to Henry Smith, Tavern Keeper, using the following description:—Beginning at the West side of Kennebeck River, about fifty poles Southerly of Cobisconte Stream, and about two Rods southerly of Doctor Silvester Gardiner's Pot Ash House, then running W. S. W. seventy Poles, then running S. 19 deg. E. 12 Poles to Lot No. 2 belonging (to) James Flagg, then running E. N. E. to Kennebeck River, then running up said River to the first mentioned Bounds, reserving forty feet wide for a High Way, as laid down on a Plan made by John McKechnie 14th of November, 1763, said Lot being No. 1, Saving and reserving to James Flagg the liberty and "priviledge" of the Shipyard now occupied by said Joseph Glidden for the term of three years from the date

hereof, "to finish and compleat the two Vessels now on the Stocks", &c.

With Henry Smith occurs a break in the chain of title, there being no record of any deed from him. But there are subsequent conveyances of the lot, in parcels, from Henry Dearbon and from Robert Hallowell Gardiner. As Gen. Dearbon's title came from Dr. Gardiner, the land must in some way have reverted to the latter, perhaps by an unrecorded deed.

The manner in which Dearbon acquired his title is stated in a deposition by Oliver Whipple, Dr. Gardiner's son in law, in 1788. This deposition states that Dr. Gardiner, when his son William requested him to give Dearbon a deed, declined to do so; whereupon William (who had authority to lease but not to sell) gave a lease for nine hundred and ninety years. Robert Hallowell Gardiner in his autobiography says that the lease was for ninety nine years, and that when he came into possession of the Cobbosseecontee Tract, he confirmed Dearbon in his title.

Gen. Dearbon built a house on this lot, on the westerly side of the road, occupying the present site of the Public Library. He also owned a building east of the road, which he describes as a dwelling house and store, also a wharf and ferry, as will appear by his deeds which will now be given with such comments as may serve to render them more intelligible.

Feb. 5, 1789, Henry Dearbon deeded to Ebenezer Byram of Pittston, carpenter, for 11 pounds, a piece of land beginning 58 feet from the S. E. corner of Dearbon's dwelling-house at a stake on the west side of the road and running sixty feet on said road to a stake and to extend back W. S. W. 9 rods, carrying said width of 60 feet; also another piece nearly opposite on the easterly side of the road, viz. one third of the land and beach between the Ferry Road and the northerly line of five acre lot No. 2, owned by Joseph North, Esq., meaning the middle third of said piece, it being 32 feet in width at the westerly end on said road. July 26, 1798, he also deeded to Byram a small gore of land adjoining to the house lot where he (Byram) now lives, beginning at the northwesterly corner of said house lot, thence running northerly in the same direction as the westerly line of the

house lot runs 25 feet, thence easterly to the northeasterly corner of said house lot on the west side of the highway. On the land sold by Dearbon to Byram stands the building now occupied by A. R. Hayes & Co. for a coal office, on the extreme southerly side of the lot.

Oct. 9, 1797, Dearbon deeded to Seth Gay, Esq., for \$150, a piece beginning about six feet northward of the N. E. corner of Gay's dwelling-house, thence running W. S. W. to the highway, thence across the highway and continuing the same course 17 2-3 rods from the first bound to a fence, thence N. N. W. 43 1-2 feet, thence E. N. E. by Ebenezer Byram's line to the highway, then crossing the highway to a stake 33 feet northward of the first bound, then E. 16 1-2 degrees N. to the bank of the river, thence southerly to the first bound.

The dwelling-house mentioned in the foregoing deed was what was afterwards known as the Old Post Office. The land between Hayes & Co.'s office and the Cobbossee Inn was included in Seth Gay's purchase.

May 31, 1799, Dearbon deeded to Dudley B. Hobart, Esq., the undivided half of the southerly half of a dwelling-house and store with the ground on which the same stands, said building standing on the easterly side of the road leading from Benjamin Shaw's to Seth Gay's, and on the northerly side of the road laid out to said Dearbon's ferry; said building is 44 feet in length easterly and westerly and the one-half width is sixteen feet, and is two stories high, being the same said Hobart now lives in; also one undivided half of the southerly half of a wharf between said building and the channel of Kennebec River.

Dec. 24, 1803, Dearbon deeded to Rufus Gay of Gardiner, merchant, a piece of land, with the buildings thereon, beginning on the west side of the county road and the north line of Ebenezer Byram's land, then running N. 16 1-2 degrees E. 34 feet by the west line of said road, then S. 87 1-4 degrees W. 63 feet, then S. 16 1-2 degrees E. 34 feet to a stake on the N. line of Byram's land, then N. 87 1-2 degrees E. 63 feet on Byram's N. line to first bound. Feb. 14, 1845, Rufus Gay deeded the same premises to Nathaniel M. Whitmore. Many will remember the ugly brick building which

stood on this lot, a little south of the Library, and which looked as if it were protruding into the street. The land now belongs to the Gardiner Library Association.

Dec. 24, 1803, Dearbon conveyed to Joseph Bradstreet and Joshua Lord of Gardiner, traders, the rest of the land which we are now considering, with the exception of a passage way, 20 feet in width, to his ferry. The description in the deed is substantially as follows:—Beginning at a post on the westerly margin of Kennebec River at the northeasterly corner of lot No. 1, thence running on the northerly line of said lot S. 67 1-4 deg. W. 6 rods and 7 feet to a post on the western line of the county road, thence N. 22 3-4 deg. W. by said road 6 feet to a post, thence S. 9 deg. W. 14 rods to a post on the N. line of lot No. 2, thence N. 67 1-4 deg. E. on said north line 6 rods to a post, thence N. 22 3-4 deg. E. 5 rods 7 links to a post, thence N. 78 1-2 deg. E. by N. line of Ebenezer Byram's land 4 rods 24 links to a stake, thence N. 16 1-2 deg. W. 34 feet to a stake, thence N. 87 1-4 deg. E. 63 feet to a stake on westerly line of said county road, thence S. 60 deg. E. 4 rods obliquely across said road to a post on the east side of said road, thence N. 84 deg. E. 2 rods 20 links to a post at high water mark on Kennebec River, thence northerly up said river to first bound, containing one and one-fifth acres more or less, with all the flats and water privileges adjoining, &c., said piece of land being a part of lot No. 1.

Nov. 16, 1843, a Deposition in Perpetuam was taken which relates to the Dearbon land and also contains some personal and historical information which is worth recording. For these reasons some extracts from it will be given here.

"I, Rufus Gay of Gardiner, aged seventy three years, on oath depose and say, that I removed to Gardiner the year 1786; that Gen. Henry Dearbon, late of the City of Boston, deceased, at that time resided in said Gardiner, and had a ferry between Gardiner and Pittston across Kennebec River, which I understood had been established the year previously. The ferry on the Gardiner side was in front of Gen. Dearbon's dwelling house on Lot. No. one at the distance of ninety nine feet from the dividing line between Lots No. one and No. two. The passage from the main street in Gardiner to the ferry landing was forty feet in width, and was then all

on the the north half of said Lot No. one. The land between said passage way and Lot No. two was divided into three Lots, of thirty three feet each in width, being the southerly half of said Lot No. one, east of the road. The middle lot of these three was subsequently sold to Ebenezer Byram late of said Gardiner, and the southerly one to Seth Gay. In the year either 1796 or 1797 the ferry and passage way leading to it were removed southerly thirty three feet occupying the northerly lot of the three above mentioned and embracing also seven feet in width of the first mentioned passage way. This last mentioned space being forty feet in width was then known as and denominated the Ferry Lot. In the year 1796 or 1797 a double wooden store was built by General Dearbon and Major Gannet on the north half of Lot No. one, and north . . . of the Ferry Lot. . . . This store was forty feet northerly of the land sold to Ebenezer Byram. . . . Previously to the removal of the Ferry ways and landing a wooden store had been standing on the northerly lot of the three before mentioned, occupied by the late Nathaniel Kimball, which was then removed to make way for the accomodation of said last mentioned ferry ways and landing. In 1803 Gen. Dearbon sold to Joshua Lord and Joseph Bradstreet his dwelling house, the double store aforesaid and all his land on the east side of the road aforesaid excepting a space twenty feet in width on the road, which was reserved for the accommodation of his ferry, and at the same time sold them certain lands on the west side of said road. The twenty feet reserved by him . . . was the southerly part of the northerly lot of the three before described. The ferry ways and landing were continued upon the last mentioned reserved twenty feet up to the time of the establishment of the Horse Ferry by the Kennebec Ferry Company. I married into Gen. Dearbon's family and after his removal from the state in 1801, I had charge of his Ferry and business and so continued up to the period of his death in 1829. . . . In 1831 I commenced building the Ferry ways for the horse boat, under direction of Gen. Joshua Wingate, a son in law of Gen. Henry Dearbon, who had become a proprietor in the Kennebec Ferry Company, intending to sink it on the Ferry lot reserved as aforesaid, as run out by said Adams and Mann. Mr. Bradstreet came to the landing and

objected to its being placed there. It being necessary to have it constructed immediately I removed it further south and sunk it where it now remains. . . ."

The deeds of the westerly part of five acre Lot No. 1, as has been already stated, were given by Robert Hallowell Gardiner. Dec. 20, 1803, he deeded to Nathan Bridge a lot of land bounded easterly by land of Joseph Bradstreet and others, "southerly by Lot No. 2 owned by Seth Gay, westerly by land conveyed by me to Joseph Lamson, and northerly, by Lot Z which I this day conveyed to said Bridge." Bridge subsequently bought the Lamson lot, and thus became owner of all of No. 1 which was not included in Dearbon's purchase, as well as of Lot Z. The deed of the latter refers to a plan made by Dudley B. Hobart in Nov., 1809, and the land is described as being north of Joseph Bradstreet's land, and "on the West side of the road leading through that part of said Gardiner called Cobbissee." This application of the name Cobbossee to what is now the southerly end of Water Street is very frequent in old deeds.

The lot described above which he purchased of R. H. Gardiner in 1803, Nathan Bridge deeded to Edward Swan Dec. 3, 1806, and on this lot the grantee built the Swan house where J. Walter Robinson now lives. The house is said to be more than a hundred years old.

Lot No. 2 was deeded by Silvester Gardiner to James Flagg, Feb. 10, 1764. On this lot was built a dwelling house which afterwards became a store and post office, and still later a workshop and a storehouse. In its latter days it was still known as the Old Post Office, and will be well remembered by many. It stood near the apex of the acute angle made by Water Street and the road leading to the Steamboat Wharf. Hanson says that the house was built by Dr. Gardiner, but as his deed to Flagg makes no mention of a building and was for the usual nominal consideration of five shillings, it seems to me that it must have been built by Flagg. Aug. 24, 1765, Flagg mortgaged it to Joseph North, who married his sister, and North probably got title to it under the mortgage, as no other deed from Flagg to him is on record. In that "mansion", as one writer calls it, North, who was very prominent in the history of Gardinerstown, lived from 1772 to 1780, when he moved to that part of

Hallowell which is now Augusta. He was subsequently appointed one of the Judges of the Court of Common Pleas for Lincoln and later for Kennebec County. Dec. 1, 1790, he sold the whole of Lot No. 2 to Seth Gay, who built on it a dwelling house now used as a club house and known as the Cobbossee Inn. It is said to be the oldest building now standing in Gardiner, and to have been built in 1805. He located it near the north line of the lot, but, as has already been stated, he had purchased of Gen. Dearbon a strip on that side thirty three feet in width.

Mar. 20, 1807, Seth Gay deeded a part of his lot to Jacob Davis of Gardiner and Benjamin Davenport of Hallowell, Hatters. It began at the S. W. corner of Gay's garden on the N. side of a road running from the River road to a road at the head of the five acre lots (School Street), measuring 123 feet on the road and about 83 feet in the other direction to the S. line of Lot No. 1. It will be seen from this deed that School St. passed through the center of Lot. No. 2. Davis and Davenport were partners, but the partnership was dissolved Apr. 10, 1812, and Davenport then conveyed his interest in the land to Davis, who afterwards built a house on the lot where he lived for many years. This Davis house was where the residence of Mrs. Annie M. Blish now stands.

Sept. 24, 1808, Gay deeded to John Haseltine a lot measuring 94 by 256 feet, on which Haseltine built the house now occupied by Henry Richards. John Haseltine and Harriet Byram, daughter of Ebenezer, were married in 1814, and it is not unlikely that the house was built about that time.

Lot No. 3 was deeded by Silvester Gardiner to William Bacon of Gardinerstown, Blacksmith, May 29, 1766, and Bacon deeded it to Stephen Jewett Nov. 5, 1789. The Jewett house was on the west side of the road, on the bluff east of the house where F. S. Smith now lives. The land there afterwards belonged to William R. Gay. Apr. 13, 1795, Stephen Jewett deeded to Rev. Joseph Warren half an acre from Lot No. 3, beginning at "the northeastly corner of William Barker's fence", that is, on the north line of Lot 4. Warren sold in 1797 to Allen Gilman, and Gilman in 1798 to Rufus Gay, who built and lived in the house still standing there, now the property of Mrs. Harriet E. Gilmore. Gay

sold to Parker Sheldon in 1827, and Sheldon to Benjamin Shaw in 1841. From Benjamin Shaw it passed to his wife Jane, probably by will, and Charles Danforth as administrator of her estate conveyed it to Mrs. Gilmore July 28, 1863.

Lot No. 4 was deeded by Lydia Burrill of Boston, widow, to James Stackpole of Gardinerstown, Apr. 29, 1778. I have been unable to discover how it became Mrs. Burrill's property, but the hypothesis of an unrecorded deed is always open to one. It may have been some defect in the record title which led Robert Hallowell Gardiner to give to William Barker, Stackpole's grantee, a quitclaim deed of this lot in 1803. The date of Stackpole's deed to Barker is Dec. 16, 1782.

Lot No. 5 was deeded by Silvester Gardiner to John Denny of Gardiners Town, Cordwainer, Sept, 23, 1765. Denny conveyed it to James Stackpole Apr. 4, 1778, and Stackpole to William Barker, together with No. 4, Dec. 16, 1782, except one acre sold by Denny to Smith. Barker built a house and store on Lot 5 and lived there. I am told that his house was on the east side of the road. By his will, dated Apr. 7, 1814, probated Oct. 28, 1823, William Barker devised to his grandson William B. Grant, called in his will William Grant, "the house where I now live and land under and adjoining the same with the store and buildings on the same, being about ten acres;" also the store which he had lately purchased of Joshua Lord: to his grandson Samuel Grant the north half of the lot last mentioned and a sum of money sufficient to build a store of the value of that purchased of Lord; and the rest of his estate to his daughters Nancy Grant and Elizabeth Lord. The house in which William B. Grant lived, nearly opposite the freight station, is still known as the "old Grant house."

Lot No. 6 was owned by Rufus Gay, but I have not been able to find out how he came by it. June 22, 1814, he deeded a small portion to Sanford Kingsbury, together with the right to take water, by aqueduct or otherwise, from a spring, situated near the south line of said Lot No. 6. The Swanton house, now owned by W. H. Glidden, is on this lot. I think that it was built by Rufus Gay and that he lived there the last of his life.

Lot No. 7 was deeded by Silvester Gardiner to Peter Hopkins of Gardinerstown Sept. 12, 1768, but Hopkins deeded it back to Gardiner Dec. 12 of the same year. Under Dr. Gardiner's will it descended to Robert Hallowell Gardiner, who deeded the north half lying west of the road to Sanford Kingsbury, Attorney at Law, Nov. 8, 1805. Judge Kingsbury had a house where that of Mrs. Ellis now stands. Kingsbury sold to Ebenezer F. Deane, and in 1844 Deane conveyed to Harrison G. Lowell about sixty square rods at the corner of Water and Kingsbury Streets. Mrs. Anna Ellis purchased the Lowell property and built the house where she now lives. Lowell's deed to her is dated Mar. 15, 1864.

The north half of No. 7 was deeded by Robert Hallowell Gardiner to Samuel Haskell of Gardiner, Clerk, Dec. 20, 1803, and Jan. 16, 1805, Gardiner deeded to Haskell the northerly half of the front of No. 7, between the road and the river. Haskell conveyed both parcels to Joshua Lord June 14, 1811. Col. Lord was a son in law of William Barker, and he had a two-story house on the east side of the road. On the opposite side of the road, where the Merriam house now stands, were his barn and cider mill, "where", says William W. Bradstreet, to whom I am indebted for these particulars, "I have been and sucked cider through a straw." Ebenezer F. Deane purchased of Joshua Lord in 1835.

Lot No. 8 was deeded by Silvester Gardiner to James Cox of Gardiners Town, Housewright, Feb. 10, 1764, and he conveyed it to James Stackpole Mar. 2, 1779. It then passed successively to David Berry, Robert E. Nason, Henry Dearbon, John Codman, and Robert Hallowell, who deeded it to John Gardiner Sept. 5, 1801. John Gardiner conveyed the north half to Joseph and Simon Bradstreet Sept. 11, 1801, and the south half to Joseph Bradstreet Dec. 9, 1803, and Aug. 15, 1806, Joseph quitclaimed his interest in the entire lot to Simon. The Simon Bradstreet homestead was the house now owned by John E. Cunningham, between the Merriam and Cooke houses. The Cooke house is also on No. 8. The lot on which it stands was conveyed by the heirs of Simon Bradstreet to Ellen R. Cooke Oct. 28, 1870.

Lot No. 9 was deeded by Silvester Gardiner to Abram Wyman of Gardinerstown Aug. 1, 1764. The deed is not on record, but is referred to in deed of Wyman to Abiel Lovejoy of Pownalborough dated, Apr. 29, 1766. Abiel Lovejoy of Sidney and Mary his wife conveyed to John Gardiner Nov. 15, 1796, and John Gardiner to Joseph Bradstreet by an unrecorded deed dated Sept. 30, 1825. Joseph Bradstreet conveyed the lot to Abby J. Bradstreet June 29, 1831. Abby J. was the wife of William Bradstreet and William was the son of Joseph. William and Abby J. were the parents of Peter G. and William W. Bradstreet. Peter G. Bradstreet was the next owner and he resided there until his death. Mr. William W. Bradstreet says that the house was built while Rev. Joel Clapp was here. Mr. Clapp's pastorate was from 1832 to 1840. The lot is now owned by Mrs. Alice White.

Lot No. 10 was deeded by Robert Hallowell Gardiner to James Tarbox of Gardiner, Joiner, Dec. 20, 1809. Space for a road was left between Nos. 10 and 11, but it was never laid out and the land was finally fenced in by the adjacent owners, one half by each. The house and lot lately conveyed by William W. Bradstreet to Mrs. Arthur Stilphen is on the north side of No. 10, and the rest of the lot belongs to the heirs of Mr. Bradstreet, the heirs of L. S. Davis and Mrs. Mary B. Lapham.

Lots 11 and 12 were deeded by Silvester Gardiner to James Burns of Gardinerston, Brickmaker, June 17, 1764, and by James Burns to Joseph Burns Nov. 17, 1768. Joseph Burns conveyed No. 11 to John Gardiner June 21, 1802, and the latter to Simon Bradstreet July 30, 1806. It was subsequently purchased by Capt. Hiram Waitt, who lived there, and whose heirs sold it to Fred S. Thorne.

Lot No. 12 was deeded by Joseph Burns to Jeremiah Colburn Sept. 1, 1798, and by Colburn to Rufus Gay June 25, 1799. Mr. William Bradstreet, desiring to purchase it, employed Robert Thompson to make the bargain, and we accordingly find a deed from Gay to Thompson and one from Thompson to Bradstreet bearing the same date, Feb. 15, 1847. Mr. Bradstreet conveyed it to his son, William W. Bradstreet, Mar. 24, 1859. The latter informed me that the

house, in which he was then living, was built by himself and his father about the time of his marriage, which occurred Jan. 12, 1848.

Lot No. 13 descended to Robert Hallowell Gardiner. Extending it to Dresden Street, he divided it by a line half way between that street and the River Road. The western part he conveyed to Henry B. Hoskins in 1832, and the part between the line and the River Road to Eleazer Tarbox in 1839. Hoskins conveyed his part to William R. Gay in 1838.

Lot No. 14. The first reference which I find to this lot describes it as belonging to the heirs of John Moore. I have been unable to ascertain the origin of Moore's title, or to learn how it passed from the Gardiner ownership. There is a quitclaim from George R. Moore to John T. and Seth G. Moore of his interest in the lot, and also of his interest in No. 15, dated Aug. 25, 1851. Seth G. and John T. Moore deeded it to John Dunphy July 2, 1880. The two Dunphy houses are on this lot. John Moore was a son of Reuben Moore, and George R., John T. and Seth G. were all sons of John.

Lot No. 15 was deeded by Silvester Gardiner to Jonathan Oldham of Gardinerstown, Mason, Oct. 11, 1766, and by Oldham to Reuben Moore Mar. 25, 1796. Oldham had given a previous deed, in 1785, to Gardiner Williams of Pittston, Trader, but it does not seem to have taken effect. Moore deeded quarter of an acre, at what is now the corner of Cottage street and River Avenue, Oct. 19, 1799, to Harlow Harden. This was conveyed to James Tarbox in 1823 and by him to Eleazer Tarbox, Jr., in 1826. Two of Eleazer's children, John E. and Ann M., now live there. Of the rest of the lot there are deeds from some of the other heirs of Reuben Moore to John T. and Seth G. Moore, and I think they ultimately owned most or all of it. The south bound of this lot was a road which is now known as Cottage Street. In old deeds it is called Cow Lane, or Cow's Lane, and in one instance Carr Lane. The last name is probably due to an error made in copying from another deed.

Lot No. 16, the first lot south of Cottage Street, has the distinction of having had more successive owners than any other of the 5-acre lots. The following are the transfers:—

Aug. 3, 1768, Silvester Gardiner to Benjamin Fitch of Gardinerston, Millwright; May 14, 1770, Fitch to William Gardiner of Boston, Gent.; Sept. 25, 1783, William Gardiner to Joseph Silvester of Pittston, cabinet maker, with other land; Mar. 28, 1785, Joseph Silvester to John Silvester of Pittston, cordwainer; July 16, 1789, John Silvester of Boston, Mariner, to William Barker of Pittston, Trader; Aug. 14, 1794, Barker to Robert Sever of Pittston, Carpenter; Mar. 23, 1798, Sever to James Bowers of Pittston, Clerk; Nov. 19, 1802, James Bowers of Marblehead to Jeremiah Wakefield of Pittston, carpenter; Nov. 5, 1807, Wakefield to David Lincoln of Gardiner, mariner, July 19, 1824, Polly Lincoln as guardian of minor children of herself and David Lincoln to Robert H. Gardiner; Oct. 17, 1851, Gardiner to Sedgwick L. Plummer; Jan. 12, 1853, Sedgwick L. Plumer to Arthur Plumer; May 14, 1856, Arthur Plumer to Frederic A. Butman of Dixmont; Dec. 7, 1863, Butman of San Francisco to Stephen W. Tarbox; Feb. 19, 1870, Tarbox to Sophia W. Rogers; Apr. 24, 1901, George L. and George W. Rogers to Maria Lancaster; June 5, 1901, Lancaster to Nancy E. Potter; Oct. 19, 1909, Potter to Robert H. Gardiner.

The first R. H. Gardiner lived for some time on this lot before the completion of his Oaklands mansion in 1836. S. W. Tarbox built a house there which was occupied successively by himself, Rogers, Lancaster and Potter. It was burned in 1907.

Lot No. 17 was deeded by Silvester Gardiner to Denis Jenkins of Gardinerstown, Ship Carpenter, Aug. 10, 1768. He conveyed to William Barker Mar. 10, 1778.

Lot No. 18 was deeded by Silvester Gardiner to Zacharias Flitner of Gardinerstown, Surgeon, Sept. 23, 1765. He conveyed to Henry Smith Sept. 27, 1773.

Lot No. 19 was deeded by Silvester Gardiner to Henry Smith of Gardiners Town, Sept. 23, 1765.

Lot No. 20 was deeded by Silvester Gardiner to William Low of Gardinerstown, Taylor, Aug. 2, 1768, and by Low to Henry Smith, Sept. 14, 1768.

Lots 18, 19 and 20 were conveyed by Henry Smith to John Bernard of Boston, July 17, 1775, and by Bernard, "now

the first of the century, the United States was a young nation, and its people were full of hope and ambition. They had just won their independence from Great Britain, and they were determined to build a new nation, free from the tyranny of a king. They had a great leader, George Washington, who had led them to victory in the Revolutionary War. They had a great constitution, which gave them the right to elect their own representatives to Congress. They had a great future, and they were determined to make the most of it.

But there were many challenges ahead. The United States was a young nation, and it was not yet settled. There were many wild and dangerous places, and many people were still living in poverty. There were many wars and conflicts, and many people were still suffering from the effects of the Revolutionary War. But the people of the United States were determined to overcome these challenges, and they were determined to build a great nation.

In the years that followed, the United States grew rapidly. It became a great power, and it became a great nation. It was a nation of freedom, of justice, and of hope. It was a nation that was determined to make the world a better place. It was a nation that was determined to build a great future for itself, and for all of its people.

The United States was a young nation, and it was full of hope and ambition. It was a nation that was determined to build a great future, and it was determined to make the world a better place. It was a nation that was determined to build a great nation, and it was determined to make the world a better place.

residing at Pownalborough", to William Barker, Apr. 18, 1776.

Lots 17, 18, 19 and 20 were conveyed by William Barker to Eleazer Tarbox March 5, 1781. After this there was considerable interchange of the land between the members of the Tarbox family, but most of the tract remained in the possession of the family until within a comparatively recent period. The last to live there was William Tarbox who died Apr. 24, 1873. The house was burned a few months previous to his death. Its site may still be distinguished by the remains of the cellar and by the thicket of lilacs which enclosed it during its latter days. This whole Tarbox tract has been purchased within a few years by Robert H. Gardiner, the present owner of Oaklands. By this acquisition, together with purchase of Lot No. 16, of which mention has already been made, he has extended the bounds of Oaklands to Cottage Street.

Two modifications have taken place in the boundaries of the 5-acre lots, which should perhaps receive some notice. Between No. 2 and No. 16 they did not extend as far west as Dresden Street. After that street had been laid out, the owners as a rule bought of Robert H. Gardiner the land lying between the rear line of their lots and the street. At the opposite end, when the railroad was built, most of the land between the River Road and the river was appropriated for that purpose. Some of it the Railroad Company purchased outright, while of some the fee remains in the former or present owners of the lots. I have not attempted to trace or to give an account of these changes.

IX.—LOTS NORTH OF THE COBBOSSEE

By the plan of John McKechnie, dated Nov. 14, 1763, some 8-acre and 10-acre lots, not less than thirty nine in number, were laid out north of the Cobbossee. Twenty of these lots were conveyed by Dr. Gardiner, but with the exception of Nos. 5 and 17, they were subsequently re-conveyed to him, or were forfeited for non-performance of conditions. As Nos. 5 and 17 cannot be traced to subsequent owners, it is probable that their history was the same as that

of the others. When Solomon Adams made his plan in 1808, the old lines were ignored and a new division of the land was made. The original lots are therefore of little importance except as showing the names of some of the persons who were concerned in the early settlement of Gardinertown. For that purpose an abstract of the deeds will now be given.

No. 1. Silvester Gardiner to Benear Door, Aug. 1, 1764. Beginning on the N. side of Cobbisseconte Stream, about 30 poles northwest of the Saw Mill at a heap of stones on the road, thence N. N. E. 53 poles to a road, then W. N. W. 24 poles on said road, then S. S. W. 53 poles to the highway, then E. S. E. 24 poles to the pile of stones first mentioned, containing about eight acres. Beniah Door deeded to William Everson, schoolmaster, July 17, 1766, and Everson to Silvester Gardiner May 14, 1770.

No. 2. Silvester Gardiner to Daniel Tibbetts. Not recorded. Description is from mortgage from Tibbetts to Gardiner, Sept. 19, 1766. Beginning at S. end of western line of Lot No. 1, thence on said line 53 poles to a road, then W. N. W. 24 poles to eastern line of Lot No. 3, then S. S. W. 53 poles to a road, then E. S. E. 24 poles to first bounds, with buildings thereon, containing about 8 acres. Forfeited.

No. 3. Silvester Gardiner to William Philbrook, Dec. 1, 1765. Beginning at S. end of western line of Lot No. 2, thence N. N. E. on said line 53 poles to a road, then N. N. W. 24 poles, then S. S. W. 53 poles to first mentioned road, then E. S. E. 24 poles to first bounds, containing about 8 acres. William Philbrook, blacksmith, reconveyed to Silvester Gardiner, Aug. 2, 1773.

No. 5. Silvester Gardiner to Samuel Berry, Oct. 1, 1765. Beginning at S. end of western line of Lot No. 4, thence N. N. E. 53 poles to a road, then W. N. W. 24 poles to a cross-road, then S. S. W. on said road 53 poles to the front road, then on said road 24 poles to first bounds, containing about 8 acres. Hanson says that this lot was "near the first dam on the Cobbossee."

No. 6. Silvester Gardiner to Solomon Tibbetts. Not recorded. Tibbetts reconveyed to Gardiner Aug. 2, 1773. Beginning on road 4 poles wide at S. S. W. end of E. line of said lot, thence N. N. E. on W. side of Paul Kenny's lot to

a road 6 poles wide 53 poles, then W. N. W. on S. side of said road 24 poles, then S. S. W. on E. line of a road to a road 6 poles wide, then E. S. E. 24 poles to first bounds, with buildings thereon, containing about 8 acres. There is an error in above description. Kenny's lot was W. and the 4-pole road E. of No. 6.

No. 7. Silvester Gardiner to Paul Kenney, Sept. 18, 1766. Beginning on a road 4 poles wide at the S. S. W. end of the E. line of No. 7, thence N. N. E. on the W. line of Solomon Tibbett's lot to a road 6 poles wide 53 poles, then W. N. W. on S. side of said road 24 poles, then S. S. W. on E. line of Stephen Kenny's 53 poles to another road 4 poles wide, then E. S. E. 24 poles to first bounds, containing about eight acres. Forfeited.

No. 8. Silvester Gardiner to Stephen Kenney, Sept. 18, 1766. Beginning at the S. S. W. end of the E. line of No. 8, thence N. N. E. on W. line of Paul Kenny's lot 53 poles to a road 6 poles wide, then W. N. W. on S. line of said road 24 poles to another road, then S. S. W. on E. line of Lot No. nine to another road 4 poles wide, then E. S. E. 24 poles to first bounds, containing about eight acres. Forfeited.

No. 12. Silvester Gardiner to Ebenezer Tibbetts, Sept. 18, 1766. Beginning at the S. S. W. end of E. line of No. 12, thence N. N. E. on W. line of said Ebenezer's other lot No. 13, 53 poles to a road 6 poles wide, then W. N. W. on S. side of said road 24 poles, then S. S. W. on E. line of lot No. 11, 53 poles to another road 6 poles wide, then E. S. E. 24 poles to first bounds, containing about eight acres. Forfeited.

No. 13. Silvester Gardiner to Ebenezer Tibbetts, Sept. 18, 1766. Beginning at the S. S. W. end of the E. line of No. 13, thence N. N. E. on W. line of Henry Bickford's lot 53 poles to a road 6 poles wide, then W. N. W. on said S. side of said road 24 poles, then S. S. W. on E. line of said Ebenezer's other lot No. 12, 53 poles to another road 6 poles wide, then E. S. E. 24 poles to first bounds, containing about eight acres. Forfeited.

No. 14. Silvester Gardiner to Henry Bickford, Dec. 22, 1764. Beginning at the S. end of the eastern line of Lot No. 13, thence on said line 53 poles to a road, then E. S. E. 24 poles to western line of lot No. 15, then S. S. W. 53 poles to

a road, then on said road 24 poles to first bounds, containing about 8 acres. Forfeited.

No. 15. Silvester Gardiner to Henry Bickford, Sept. 18, 1766. Beginning on a road 6 poles wide at S. S. W. end of E. line of said lot, thence N. N. E. on W. side of said road 53 poles to a road 6 poles wide, then W. N. W. on S. side of last mentioned road 24 poles, then S. S. W. on E. line of said Henry's other lot No. 14, 53 poles to another road 6 poles wide, then E. S. E. 24 poles to first bounds, containing about 8 acres. Forfeited.

No. 17. Silvester Gardiner to Moses Bickford, Jan. 1, 1765. Beginning at a road at S. end of eastern line of Lot No. 16, thence on said line N. N. E. 53 poles to a road, then E. S. E. 24 poles to western line of Lot No. 18, then S. S. W. 53 poles to first mentioned road, then W. N. W. on said road 24 poles to first bounds.

No. 27. Silvester Gardiner to Nathaniel Denbow, Sept. 18, 1766. Beginning on a road six poles wide at S. S. W. end of E. line of said lot, thence N. N. E. on a road sixty poles, then W. N. W. 24 poles, then S. S. W. on Lot No. 28 sixty poles to a road 6 poles wide, then E. S. E. on said road 24 poles to first bounds, containing about 10 acres. Forfeited.

No. 32. Silvester Gardiner to Daniel Tibbetts. Not recorded. Description is from mortgage from Tibbetts to Gardiner, Sept. 19, 1766. Beginning on a road 6 poles wide a. S. W. end of E. line of said lot, then N. N. E. 66 poles to a road 4 poles wide, then W. N. W. on S. side of said road 24 poles, then S. S. W. 66 poles to a road, then E. S. E. 24 poles to first bounds, containing about 10 acres. Forfeited.

No. 33. Silvester Gardiner to William Philbrook, Dec. 1, 1765. Not recorded. Description is from deed from Philbrook to Gardiner, Aug. 2, 1773. Philbrook received 62 pounds for his two lots, Nos. 3 and 33. Beginning at S. S. W. end of E. line of said lot, thence N. N. E. on W. line of Daniel Tibbett's lot 66 poles to a road, then W. N. W. on S. side of said road, then S. S. W. on E. line of David Philbrook's lot 66 poles to a road, then E. S. E. 24 poles to first bounds.

No. 34. Silvester Gardiner to David Philbrook. Not recorded. Hanson says that Philbrook reconveyed to Gardiner, Oct. 23, 1772, for 5 pounds. The deed is not on record.

No. 35. Silvester Gardiner to Benaiah Door, Sept. 18, 1766. Beginning on a road 4 poles wide at S. S. W. end of E. line of said lot, thence N. N. E. on W. line of David Philbrook's lot 66 poles to a road 6 poles wide, then W. N. W. on S. side of said road 24 poles, then S. S. W. on E. line of Solomon Tibbett's lot 66 poles to a road, then E. S. E. 24 poles to first bounds, containing about 10 acres. Reconveyed to Silvester Gardiner, Aug. 2, 1773.

No. 36. Silvester Gardiner to Solomon Tibbetts, Sept. 18, 1766. Beginning on a road 6 poles wide at S. S. W. end of E. line of said lot, thence N. N. E. on W. line of Benaiah Door's lot 66 poles to a road 4 poles wide, then W. N. W. on S. side of said road 24 poles, then S. S. W. on E. line of Paul Kenny's lot 66 poles to a road, then E. S. E. 24 poles to first bounds, containing about 10 acres. Tibbetts reconveyed to Gardiner, Aug. 2, 1773, receiving 50 pounds for his two lots, Nos. 6 and 36.

No. 37. Silvester Gardiner to Paul Kenny, Sept. 13, 1766. Beginning on a road 6 poles wide at S. S. W. end of E. line of said lot, thence N. N. E. on W. line of Solomon Tibbett's lot 66 poles to a road 4 poles wide, then W. N. W. on S. side of said road 24 poles, then S. S. W. on E. line of Stephen Kenny's lot 66 poles to a road, then E. S. E. 24 poles to first bounds, containing about 10 acres. Forfeited.

No. 38. Silvester Gardiner to Stephen Kinney, Sept. 18, 1766. Beginning on a road 6 poles wide at S. S. W. end of E. line of said lot, thence N. N. E. on W. line of Paul Kinney's lot 66 poles to a road 4 poles wide, then W. N. W. on S. side of said road 24 poles, then S. S. W. on E. line of Lot No. 39 sixty six poles to a road, then E. S. E. 24 poles to first bounds, containing about 10 acres. Forfeited.

The conditions on which these 8-acre and 10-acre lots were given were substantially the same as in the case of the 5-acre lots, except that the payment of six shillings annually for the support of a minister was not required. Some of the deeds contained the stipulation that the lot should not be sold to any inhabitant until there were sixty families in the plantation.

Nov. 22, 1773, Silvester Gardiner appointed William Gardiner his attorney to enter into and take "possession & seizen" of land mortgaged to him by Nathaniel Denbow,

Paul and Stephen Kenny, Daniel and Ebenezer Tibbets, Henry Bickford and Joseph Lawrance, because they had "gone off and left their respective places." William certified that he had done as directed Nov. 29, 1773. Lawrance's land was east of the Kennebec; all of the other lots named were part of the tract north of the Cobbossee which we have just been considering. The power of attorney and certificate were recorded in Kennebec County in 1804.

X.—THE FORGED DEED

One other deed purporting to have been given by Silvester Gardiner appears upon both the Lincoln County and Kennebec County records. It reads as follows:—

"Know all men to whom these presents shall come—Silvester Gardiner of Boston in the County of Suffolk, and Province of the Massachusetts Bay Esquire Sendeth Greeting—Know ye that I the said Silvester Gardiner for divers good causes and considerations me thereunto moving, as also for and in consideration of the sum of hundred Pounds lawful Money to me in hand well and truly paid by my loving son William Gardiner of Gardinerston in the County of Lincoln and Province aforesaid Esquire, the Receipt whereof I do hereby acknowledge have and by these Presents do give grant bargain sell convey and confirm unto the said William Gardiner, a certain Tract of Land situate lying and being in Gardinerston in the County of Lincoln and Province aforesaid, beginning at the mouth of Cobbissecontee Stream on the west side of Kennebeck River, and running Northerly up said River from thence half mile and twenty Rods, from thence running west North west until it meets Cobbissecontee Stream, then to run southerly as the said Stream runs to Cobbissecontee Pond, then to run on the northerly line of Lot No. 11, commonly called Thomas Hancock Esqrs until it strikes Kennebeck River, then up the said River to the first mentioned Bounds, with all the Buildings Mills Dams, together with all the Stock Farming Utensils on the farm leased to Samuel Norcross which lease expired the fifth March one thousand seven hundred & seventy nine with every thing that lyeth happening being or accruing within the Premises aforesaid, excepting those Lots of Land in the aforesaid Premises that I have granted and given by Deed."

Then follow a covenant of warranty and other formal parts. Dated December 1, 1774. Signed by Silvester Gar-

diner, with a seal. Witnessed by John McKay and Edwd Cazneau. Acknowledged before J. Hill, Justice of the Peace. Recorded in Lincoln County, August 13, 1787.

The history of this deed, as collected from various sources, is substantially as follows :

The settlement of Gardinerstown was begun in the fall of 1760, when Dr. Gardiner sent thither a company of eight men, of whom five were accompanied by their families. They sheltered themselves in log huts during the winter, and in the spring entered actively upon their work. Within a few years, Dr. Gardiner had "cleared a farm, built a number of houses, a fulling mill, a grist and saw mills, potash works and a wharf, and done whatever was necessary for the prosperity of a village in its incipient state. He had given away 50 or 60 lots of from five to ten acres each, in the neighbourhood of his mills, and had aided the persons to whom he had given them with money to erect their buildings."* Later he had sent his son William there to have charge of the property and to collect the rents and other income. Such was the condition of affairs at the breaking out of the American Revolution.

When that event occurred, the sympathies of Dr. Gardiner were with the mother country. Accordingly, like many others of the same way of thinking, he left Boston in March, 1776, when it was evacuated by the British army, going first to Halifax and from there to England, where he remained until the close of the war.

The Massachusetts legislature passed some very severe acts against the tory refugees, one of which directed the Committees of Inspection and Safety to take charge of their estates and lease them for the public benefit. Under this provision William Gardiner was called upon to surrender his father's property. He was obliged to submit for the time being ; but on appealing to the Council, he was able to convince the members that he was the real owner of the estate, and that moreover he was loyal in his sentiments, whereupon the property was restored to him. Whether, in order to establish his ownership, he exhibited the deed, or merely informed the Council of its existence, does not appear.

*Autobiography of Robert Hallowell Gardiner.

William Gardiner afterwards acknowledged to Oliver Whipple, his brother-in-law, and to Samuel Goodwin that the deed had been forged for him by a British officer, for the purpose of preserving the property from seizure by the Committee of Safety and from confiscation. Cazneau, one of the pretended witnesses, testified that the signature of his name was spurious and that he had never signed any such deed. No person corresponding to the other witness, John McKay, was ever found, and it was supposed that the name was fictitious. Whipple also says that when he saw the deed there was "noted up or annexed to it" a deposition of Cazneau's in which it was declared to be a forgery, and that William promised him to destroy both papers.* The promise, however, was not performed, and when William died in 1787, it was found among his papers, and his brother and administrator, John Gardiner, had it recorded in Lincoln County. Robert Hallowell Gardiner says in his Autobiography that his uncle John

"told my Mother of it, and in a half jocose way, said that he meant to have it recorded and claim his share of the property. This distressed my mother who would remonstrate with him, that as he knew the deed to be a forgery he would not be so dishonest as to endeavor to establish it. He would reply that property was a creature of the law, and if law would give it to him he knew of no reason why he should not take it. My mother felt however that he had no intention of proving the validity of the deed, for it was in his possession six years, during which he did not even have it recorded, but was only meaning to tease his sister."

Mr. Gardiner was in error as to the deed's not being recorded. When John Gardiner died in 1793, it passed into the possession of his son and administrator, William Gardiner, who had it recorded in Kennebec County, and began an action of ejectment against Robert Hallowell as guardian of his son Robert for the possession of the Cobbosseecontee Tract. The suit was in court about six years before it was terminated by a verdict for the defendant.

*Depositions in memoriam of Whipple, Goodwin and Cazneau, County Records.

XI.—WILL OF SILVESTER GARDINER

After the conclusion of hostilities between Great Britain and the United States, Silvester Gardiner returned to this country, and resumed the practice of his profession in Newport, R. I., where he died August 6, 1786. His will, with four codicils, was probated in Newport, August 21, 1786. In 1820 they were again probated in Kennebec County, Maine, on petition of Robert Hallowell Gardiner, and the original will and codicils are now on file in the Probate Office of that county. The following copies have been carefully prepared from the original papers:

In the Name of God Amen

I Silvester Gardiner, late of Boston in the County of Suffolk, now residing at Newport, in the County of Newport, and State of Rhode Island and so forth physician, being of Sound Understanding and Memory, for which I return my most humble praise and thanks to my mighty and Merciful Creator, and calling to mind the uncertainty of my Life, and that it is appointed to all Men once to Die, do make and ordain this, my last Will and Testament.

First I do most humbly resign my Soul to God, humbly beseeching him to pardon all my Sins through the all sufficient Merits and Mediation of my Blessed Saviour and most Mighty Redeemer Jesus Christ. I Commit my Body to the Earth from whence it was taken in Assurance of its Resurrection at the last day when the Lord Jesus shall change it, that it may be fashioned like to his Glorious Body by his mighty power whereby he is able to subdue all things to himself. As to my burial, I desire it may be decent without Extravagance, at the discretion of my Executors hereafter mentioned. I order all my Debts and funeral Charges to be paid as soon as Convenient after my Decease, such Worldly Goods and Estate it hath pleased God to give me I dispose of in the following Manner.

Imprimis, I Give and Devise unto my two Sons in Law Robert Hollowell Esquire and Oliver Whipple of Portsmouth in the State of New Hampshire in America Esquire all my Cobbisecontee Tract of Land, so called at Gardinerston, lying on the West Side of Kennebec River, Abutting on Cobbisecontee great Pond, and lies on the North and South Side of Cobbisecontee great River, as by the several grants to me will appear. Also an Island on Kennebeck River containing about One hundred and twenty Acres, which was formerly called Lynd's Island, but now Gardiners Island, and now Let upon Lease to Joseph Smith, the foregoing

Island and Land on this Special Trust, for the Express following purpose. (that is to say)

To and For the Sole use and Benefit of my Son William Gardiner Esquire during his Life, and afterwards to the Heirs Male of his Body lawfully begotten, and in default of such Heirs Male, then to the Eldest Daughter of the said William Gardiner and the Heirs Male of her Body lawfully begotten, and in default of such Issue Male or Female, I Give and Devise all the aforementioned premises, to my Grandson Robert Hollowell, Son to Robert and Hannah Hollowell, and the Heirs of his Body lawfully begotten, and in default of Heirs Male, then to the Eldest Daughter of the said Robert Hollowell, and the Heirs Male of her Body lawfully begotten, and in default of such Heirs, Male or Female, of the said Robert Hollowell, then I Give and Devise the aforementioned premises to my Grandson Silvester Whipple, Son to Oliver and Abigail Whipple, and the Heirs Male of his Body lawfully begotten, and in default of such Heirs Male, then to his Eldest Daughter, and the Heirs Male of her Body lawfully begotten; on this Condition, that in Case the devised premises should pass to the Heirs Male of the said Robert Hollowell, or the Heirs Male of the said Oliver Whipple, in such Case the said Male or female heirs, Shall be Obligated to change or procure his Name to be Changed from Hollowell or Whipple, as the Estate may happen to pass to the one or the other, to the Name of Gardiner, and in default of such Issue Male or Female before specified, then to the next Heir at Law, and in Default of Lawful Heirs then to Saint Ann's Church in Gardinerston.

I give and bequeath Twenty Pounds Sterling to be paid annually for Ever in four Equal Quarterly Payments out of the Rents and Incomes of my Cobbisecontee or Gardinerston Estate aforesaid, to the Episcopal Minister for the Time being of Saint Ann's Church in the said Gardinerston, who shall be duly presented and Inducted into the said Church, And he shall be deemed rightly Inducted, and Instituted who shall be presented to the same by my said Son William Gardiner or his Heirs, the perpetual Successive patrons of the said Church always supposing that the Major part of the Parishioners of the said Church duly qualified by Law to Vote, Agree to the Nomination or Presentation, But if the Major part of the Parishioners duly Qualified, shall oppose the Person presented by the Patron for the Time being, he shall then Present a second within One Year after such Rejection, and if he also be opposed in like manner, He shall Present a third, who shall be Inducted, any Opposition Notwithstanding.

And if the Patron for the Time being upon a Vacancy of a minister of the said Church by Death or removal shall

Neglect to present within Twelve Months, another Candidate for the same, the Parishioners of the said Church, being Convened, by their Wardens, shall have power by Major Vote to present one themselves for that time only, the Patron's right returning, again, upon the next Vacancy, and the person so Chosen by the Parishioners, shall have a good and legal Right Annually during his Ministry at the said Church to the Twenty Pounds Sterling out of Rents and Incomes of the said Estate, to be paid by the Patron for the time being as tho he had Presented himself, And further the said Twenty Pounds Sterling Annually or so much of it, as shall become due, during any Vacancy in the Ministry of the said Church shall be paid to the next Incumbent, and I Order and Direct the said Church of St. Ann's to be decently finished, if not done before my Death, out of my personal Estate, I give to the Church of St. Ann's in Gardinerston forever Ten Acres of Land in Gardinerston to be laid out by my Son William, and my two Executors hereafter mentioned, so as to include within the bounds of the said Church and Parsonage House.

I give and bequeath my whole Library of Books, for a Publick Library, by the Name of the Gardenian Library, for the Use of the Settled Episcopal and Dissenting Clergy, And the Physicians that shall live within Fifteen Miles East and West of Kennebeck River, and Twenty Miles North and South from the Church, on the said River, the Library to be always kept at Gardinerston, and the Episcopal Minister there, for the time being to be the Librarian, on his giving sufficient Security to my Son William, his Heirs and Successors in the Estate for Ever, which, if he refuses or Neglects then some other Person to be the Librarian, who shall give such Security, said Library to be always subject to the Rules and Regulations hereunto annexed and Signed with my own Hand.

I Give and Bequeath to my dearly beloved Wife Catharine Gardiner the Interest of One Thousand Pounds Sterling, which Sum I order and direct my Executors hereafter named to Place out on good and Sufficient Security at Lawful Interest, or to lay out the same in the Publick Funds, as my said Wife shall direct, And the Interest, I also direct to be paid to my said Wife every half Year, during her remaining a Widow, but in Case my said Wife should marry again, then in that Case, I direct and order my Executors to pay my Widow the Interest of Five hundred Pounds Sterling only during her Natural Life, and no discharge except a Receipt under own hand in writing, signed by the Hand of my said Widow, shall be sufficient to discharge my Executors from the payment thereof during her Life, and after

her death the Principal shall descend to my Heirs to be equally divided among them as before directed.

I Give and Bequeath to my two Daughters Hannah Hollowell and Abigail Whipple, the whole of Worrementogos Track, Containing about Six Thousand Acres of Land, bounded Westerly on the East Side of Kennebeck River, as by the three Grants of the said Land from the Kennebeck Company, to me, will more fully appear, to be equally divided between them, the Northerly half, I devise to Mrs. Hollowell, the Southerly half I devise to my Daughter Whipple. Each of them Paying annually for Ever, Three Pounds Sterling out of the Rents and Profits of the said Land, to the Episcopal Minister for the Time being of St. Ann's Church in Gardinerston, who shall be Elected and duly Inducted in the said Church.

I give and Devise to my Daughter Rebecca Dumaresque, my Lott of Land called the Diamond Lott, Containing Sixteen Hundred Acres, as pr Grant from the Kennebeck Company, as Delincated and Laid down, on the Kennebeck Company's Plan, made by John North Esqr., to hold during her Natural Life, and then to the Male Heirs of her Body lawfully begotten, and in default of Male Heirs, to be equally divided among her Daughters that may be living at the time of my decease, She and her Heirs paying Annually, the sum of Forty Shillings Sterling out of the Rents and Profits of the said Land to the minister of St. Ann's Church in Gardinerston, who shall be duly Elected and Inducted to the said Church.

Also I Give and Devise to my Daughter Dumaresque the Sum of Three hundred Pounds Sterling.

Also I Give and Bequeath to my Daughter Ann Brown the sum of Three Hundred Pounds Sterling, All the Rest and Residue of my Estate, Real and Personal, I Order to be sold by my Executors, who are Hereby fully Empowered to make Deeds and Conveyances of the Real Estate, According to their discretion and the Money arising from the Sales of such Real Estates, to be divided into Six Equal Shares, One Share, I Give my said Daughter Brown, One Share my said Daughter Hollowell, One Share to my said Daughter Whipple, One Share to the Children of John Gardiner Esqr. Barrister at Law, late of the Island of St. Christophers, now resident at Boston New England (as 'tis said) and to the said John Gardiner himself, I give only the Sum of one Guinea out of my Estate, and it's my Will and Order he shall have no more, One equal Share I give to my said Daughter Dumaresque, together with the aforesaid Sum of Three Hundred Pounds Sterling as above Devised, to be put out at Interest by my Executors hereafter named on good

Security, and the Interest or Income to be paid to her Half Yearly during her Life, or to such Person or Persons for such uses as she by a writing under her own Hand, shall direct or Order, and no discharge except a Receipt in writing signed by the Hand of my said Daughter Rebecca Dumaresque, shall be sufficient to discharge my Executors from the Payment thereof during her Life and after her Death the same Sum Principal and Interest due, shall be equally divided among her Daughters, that shall be then Living, and paid them accordingly.

One Other Share I Give to my Son William Gardiner to be put out at Interest on good Security for this Use, Viz. to be applied the Interest thereof as it shall become due, towards discharging a Bond, in which I was bound to a Person in London, whose Name I have forgot, for his Debt untill the same shall be paid, but if that same Debt shall be paid or Discharged in my Life time, Then it's my Meaning and Will that the Interest of this same Sum given or intended for the Use of my said Son William shall go and be divided in Equal Shares among and between my daughter Hollowell, my Daughter Dumaresque, my Daughter Brown, my Daughter Whipple, and the said John Gardiner's Children, they to have One Sixth Part and the said Interest to be Applyed and paid accordingly, so long as that it shall amount to the whole debt and Interest, for which I was so Bound, and after my said Six Heirs shall have Received and divided among them out of the said Interest so much as the full amount of the said Debt and Interest, for which I am so Bound, the same being paid by me in my Life time, then the Interest of the said Sum so given or Designed for the use of my said Son William, shall be the One half of it paid Annually to him, and the other half of it laid out in the Improving the Estate at Cobbisecontee, as may be agreed on between the executors and the said William Gardiner.

And in Consideration of the faithful Services of my Servant Maid Bellaco, I give her all her Wearing apparel with the Bed and Bedding she has usually used, together with Ten Pounds Sterling, for the purchasing of Household Furniture. I Also Give her the Sum of Sixteen Pounds Sterling pr Annum, to be paid her Quarterly during her Natural Life by my Executors, and for the faithful Payment thereof it's my Will that my Real Estate stand Chargeable, and that my Executors shall and may detain and keep in their own hands and possession so much Money from the Share or Portion from each of my Heirs before named, as shall be sufficient to secure the Punctual Payment of the said Sixteen Pounds Sterling pr Annum, during the Life of my said faithful Servant Bellaco.

And I do hereby Constitute and appoint my said Sons in Law Robert Hollowell and Oliver Whipple Esquires Executors of this my last Will and Testament.

And Lastly I do hereby Revoke, Annul and make Void all former Wills and Testaments by me at any time made.

In Witness whereof I the said Silvester Gardiner have to this, my last Will and Testament, Containing Six Sheets of paper, Set my hand and Seal to the Last Sheet thereof, my Hand only to the blank Sheets.

Silv Gardiner (Seal.)

Signed Sealed Published and declared by the said Silvester Gardiner Esqr. as his last Will and Testament, in the presence of us, this 25th day of April, in the Year of our Lord, One thousand seven hundred and Eighty Six. Witness John Bours, Thomas Robinson, Sarah Robinson.

CODICIL 1

A Codicil to be added to and be part of the Last Will and Testament of Silvester Gardner late of Boston, in the County of Suffolk, now residing at Newport in the County of Newport, and State of Rhode Island, and so forth, Physician.

Whereas I have made and published a Will in Writing bearing date the Twenty fifth Day of April, A. D. 1786, Now I the said Silvester Gardner, do hereby ratify and confirm the same, with the following additions or alterations, to wit.

I give and bequeath to my son John Gardner, one thousand Pounds lawful Money, to be paid by my Executors in my Will aforesaid named, in two Years after my decease, out of Monies that shall arise from the Securities now lodged in his hands to collect the payment of.

I do by this my Codicil revoke annul & make void the Legacy in & by my said last Will & Testament bequeathed my Servant Maid Bellaco.

It is my Mind & Will that the Powers of Attorney by me given to my Son in Law Oliver Whipple, Esq; my Son, John Gardner, and Edward H. Robins of Boston, and Doctor Elijah Dix of Worcester, shall continue, be in force and valid, until the arrival of my Son in Law, Robert Hollowell Esq; in this Country, and that until that time, that my said Attornies shall account for their Conduct to & with my other Exeuor the said Oliver Whipple, Esq;

For and in consideration, the trouble my Exeuor Robert Hollowell Esq; may have in the Settlement of my Estate, I do hereby give him one hundred pounds Sterling Mony pr Annum, and the liberty to live in any one of my houses,

particularly the new one at Cobbiseconte or Gardinerston Estate, if he pleases, rent free, until a final Settlement of the Estate.

I give and devise all my part and right in Swan Island to John Silvester John Gardner to hold to him, his heirs and Assigns forever.

I give and devise to my beloved Wife Catharine Gardner, in addition to what I have already given her in & by my said last Will & Testament all my Plate & household Furniture of every Sort and kind, that I may die possessed of, and also the Sum of thirty pounds lawful mony yearly and every year, during her life, to be paid her by my Executors out of my Estate.

And I do also hereby declare, that my said will in writing, and this Codicil which I will shall be added to & deemed part thereof, do contain my last Will & Testament. In Witness whereof I have hereunto set my hand & Seal, the twenty fifth day of April, A. D. 1786.

Silv Gardiner.

Signed, Sealed and published by the said Silvester Gardner, as and for a Codicil to be added to, and be part of, his last Will & Testament, in the presence of us who subscribed our names in his presence. John Bours, Thomas Robinson, Sarah Robinson

CODICIL 2

In addition to the foregoing Will & Codicil, my Will and Desire is, that my Wife Catharine Gardiner be provided by my Executors with a suitable & convenient Part of a House for her to live in where She may chuse during her Residence in America, the Rent of the same to be paid out of my Estate; But provided She chuses to return to England, then in that Case, my Will is, that my Executors pay the Expences of her Passage, together with the Passage of a Servant to attend her

In witness to the above I have hereunto set my hand and Seal this twenty sixth Day of April 1786.

Silvester Gardiner. (Seal.)

Signed sealed published & declared by the said Sylvester Gardiner as a part or Codicil to his last Will & Testament in presence of us. John Bours, James Robinson, Mary Robinson.

CODICIL 3

A Codicil to be added to, and be a Part of the last Will & Testament of Sylvester Gardiner, late of Boston, in the County of Suffolk, now residing at Newport in the County of Newport, and State of Rhode Island &c. Physician.

I do hereby revoke and disannul that part of a Codicil to my last Will & Testament made & executed the Twenty fifth Day of April last whereby I have given to my Wife Catharine Gardiner, the Sum of Thirty Pounds lawful Money, Yearly, and every Year during her Life; And also the whole and every part of another Codicil made and executed in favour of my said Wife Catharine Gardiner, the Twenty sixth Day of April last; And for and in Lieu thereof I do hereby give & bequeath to my said Wife Catharine Gardiner, the Sum of Five hundred pounds lawful Money to her sole use & Disposal, to be paid to her by my Attorney Edward Hutchinson Robbins, out of the Securities or Credits, which I have put into his hands to collect & secure, Together with an Annuity of Fifty pounds lawful Money, to be paid to my said Wife Catharine Gardiner, half Yearly, during her natural Life, by my said Attorney the said Edward, out of the Residue of the Securities, or Credits in my said Attorney's hands, which I hereby make Chargeable for that Purpose. All which is to be considered in Lieu of my said Wife Catharine Gardiner's Right of Dower or Claim of thirds.

In Witness whereof I have hereunto set my hand & Seal this First Day of May in the Year of our Lord One thousand seven hundred and eighty six.

Silv Gardiner (Seal.)

Signed, sealed published, and declared by the said Sylvester Gardiner as a part and Codicil to his last Will & Testament in the Presence of us. John Bours, Hannah Robinson, Mary Robinson.

CODICIL 4

In addition to my Will & Codicils thereto annexed & added, all which I do hereby ratify and confirm I do now give and bequeath to my son John Gardner, his heirs and Assigns, my House & Lot of Land with the Appurtenances to the same belonging in the Town of Boston, which belonged to my late Father in Law Doctor John Gibbins. I do also hereby give to my said Son John Gardner, his heirs & Assigns, the one half part of my Pownalborough Farm in the State of the Massachusetts and the other half part of said Farm my Will and Desire is should be equally divided between my Grand Son William Gardner and Grand Daughter Ann Children of my said Son John Gardner said Pownalborough farm being on the Eastern river.

In Witness to the foregoing Codicil, I do hereby set my hand & Seal the Twelfth Day of May, in the Year of our Lord one Thousand seven hundred & eighty six.

Silv. Gardiner (Seal.)

Signed Sealed published and declared by Sylvester Gardiner to be a Codicil and part & parcel of his last Will & Testament in Presence of us. John Bours, Ann Holms, Mary Eckstien.

William Gardiner died a year after his father, and as he had never married, the property devised to him descended to Robert Hallowell, as provided by the will. He was then a minor, and did not assume the name of Gardiner until 1803, when he became of age. The rest of the estate vested in accordance with the terms of the will.

Gardiner, Me., Historical Series, Number Two, will consist of letters and papers relating to the early history of Gardinerston and the period of the American Revolution.

INDEX OF NAMES

- Adams, Solomon, 23, 37
Agagodemagus, 8
Apthorp, Charles, 9
Arundel, Earl of, 13
Bacon, William, 30
Bailey, David, 20
 Nathaniel, 21
Barker, Carr, 17
 John, 4
 William, 30, 31, 32, 35, 36
Bellaco, 48, 49
Bernard, John, 35
Berry, David, 32
 Samuel, 37
Bickford, Henry, 38, 39
 Moses, 39
Blish, Annie M., 30
Bours, John, 49-52
Bowdoin, James, 9, 19
 William, 3, 9
Bowers, James, 35
Bowman, Jonathan, 12, 13
 William, 16
Bradford, William, 7, 8, 14,
 15, 20
Boyes, Antipas, 8, 15
Bradstreet, Abby J., 33
 Joseph, 27, 28, 29, 32, 33
 Peter G., 33
 Simon, 32, 33
 William, 33
 William W., 32, 33
Brattle, Thomas, 8, 15
 William, 9
Bridge, Nathan, 29
Brown, Ann, 47, 48
Buckingham, Marquis of, 13
Burnell, Jonathan, 22
Burns, James, 33
 Burns, Joseph, 33
 Burrill, Lydia, 31
 Butman, Frederic A., 35
 Byram, Ebenezer, 25, 26-28,
 30
 Byram, Harriet, 30
 Cane, Walter, 22
 Cazneau, Edward, 42
 Clapp, Joel, 33
 Codman, John, 32
 Colburn, Jeremiah, 33
 Reuben, 19
 Cooke, Ellen R., 32
 Cooper, Peter, 22
 Cox, Hugh, 17
 James, 32
 Cunningham, John E., 32
 Danforth, Charles, 31
 Davenport, Benjamin, 30
 Davis, Jacob, 30
 L. S., 33
 Deane, Ebenezer F., 32
 Dearbon, Henry, 25-28, 30, 32
 DeMonts, Count of, 4
 Denbow, Nathaniel, 39, 41
 Denny, John, 31
 Dix, Elijah, 49
 Dumaresque, Rebecca, 47, 48
 Eastman, Samuel, 22
 Eckstien, Mary, 52
 Ellis, Anna E., 32
 Essemenosque, 8
 Everson, William, 37
 Farnham, Mary F., 10, 11
 Fellows, James Pierpont, 16
 Fitch, Benjamin, 35
 Flagg, James, 19, 22, 23, 29
 Flitner, Zacharias, 35
 Fowle, Samuel, 20

- Fox, Jonathan, 20
 Gannett, Barzillai, 28
 Gardiner, Ann, 51
 Catharine, 46, 49-51
 John, 32, 33, 42, 47, 48, 49, 51
 John Silvester John, 50
 Robert Hallowell, 10, 25, 29, 31-36, 42, 44, 52
 Silvester, 9, 15-19, 21, 24, 25, 29-42, 44-52
 William, 25, 35, 40, 41, 42, 45, 46, 48, 51, 52
 Gay, Rufus, 26, 27, 30, 31
 Seth, 26, 28-30
 William R., 30, 34
 Gibbons, John, 51
 Gilman, Allen, 30
 Gilmore, Harriet E., 30, 31
 Glidden, Joseph, 17, 19, 24, W. H., 31
 Goodwin, Samuel, 9, 22, 42
 Gorges, Ferdinando, 13
 Grant, Nancy, 31
 Peter, 17
 Samuel, 31
 William B., 31
 Haley, Martin, 23
 Hallowell, Benjamin, 9
 Hannah, 47, 48
 Robert, 32, 42, 44, 45, 49
 Hamilton, Marquis of, 13
 Hancock, Ebenezer, 12
 John, 12
 Thomas, 9, 12, 15, 16, 18, 41
 Hanson, J. W., 23, 29, 37, 39
 Harden, Harlow, 34
 Haseltine, John, 30
 Haskell, Samuel, 32
 Hayes, A. R. & Co., 26
 Hill, J., 42
 Hobart, Dudley B., 26, 29
 Holland, Lord, 22
 Holmes, Ann, 52
 Hopkins, Peter, 32
 Hoskins, Henry B., 34
 James I., 5, 6, 13
 Jeffries, David, 16, 17
 Jenkins, Denis, 35
 Jewett, Stephen, 30
 Kenney, Paul, 38, 40, 41
 Stephen, 38, 40, 41
 Kimball, Nathaniel, 28
 Kingsbury, Sanford, 31, 32
 Lamson, Joseph, 29
 Lancaster, Maria, 35
 Lapham, Mary B., 33
 Lawrence, Joseph, 41
 Lenox, Duke of, 13
 Lincoln, David, 35
 Polly, 35
 Lloyd, James, 21
 Lord, Elizabeth, 31
 Joshua, 27, 28, 31, 32
 Lovejoy, Abiel, 33
 Mary, 33
 Low, William, 35
 Lowell, Harrison G., 32
 Marson, Abner, 21
 McKay, John, 42
 McKechnie, John, 17, 24, 36
 Merriam, H. E., 32
 Moore, George R., 34
 John, 34
 John T., 34
 Reuben, 34
 Seth G., 34
 Munguin alias Matahameada, 8
 Nason, Robert E., 32
 Nelson, John, 21
 Mehitable, 20
 Paschal, 20
 Norcross, Samuel, 41
 North, John, 16,
 Joseph, 22, 25, 29
 Oldham, Jonathan, 34
 Parker, James, 17
 Philbrook, David, 39, 40
 Jonathan, 16
 William, 37
 Pierpont, Robert, 16
 Pitts, James, 9
 Plumer, Arthur, 35
 Sedgwick L., 35
 Potter, Nancy E., 35
 Reed, Jonathan, 20

- Richards, Henry, 30
- Robbins, Edward H., 49, 51
- Robinson, Hannah, 51
 - J. Walter, 29
 - James, 50
 - Mary, 50, 51
 - Sarah, 49, 50
 - Thomas, 49, 50
- Rogers, George L., 35
 - George W., 35
 - Sophia W., 35
- Sabine, Lorenzo, 23
- Sever, Robert, 35
- Shanney, John, 19
- Shaw, Benjamin, 26, 31
 - Jane, 31
- Sheldon, Parker, 31
- Shirley, William, 11
- Silvester, John, 35
 - Joseph, 35
- Smith, F. S., 30
 - Henry, 24, 25, 35
 - John, 7
 - Joseph, 44
- Springer, James, 16, 17
 - Moses, 17
- Stackpole, James, 31, 32
- Stilphen, Mrs. Arthur, 33
- Swan, Edward, 29
- Tarbox, Ann M., 34
 - Eleazer, 34, 36
 - James, 33, 34
 - John E., 34
 - Stephen W., 35
 - William, 36
- Tassuck, 8
- Temple, Mehitabel, 20, 21
 - Robert, 9, 20, 21
 - Thomas, 20
- Thompson, Robert, 33
- Thorne, Fred S., 33
- Tibbetts, Daniel, 37, 39, 41
 - Ebenezer, 38, 41
 - Solomon, 37, 38, 40
- Tufts, William, 18
- Tycross, Robert, 22
- Tyng, Edward, 8, 9, 15
- Vassall, Elizabeth, 22
 - Florentius, 9, 22
 - Richard, 22
 - William, 9, 19
- Waitt, Hiram, 33
- Wakefield, Jeremiah, 35
- Warren, Joseph, 30
- Warwick, Earl of, 13
- Webster, Godfrey, 22
 - Henry, 22
- Weld, Habijah, 20
- Whipple, Abigail, 45, 47, 48,
 - Oliver, 25, 42, 44, 45, 49
 - Silvester, 45
- White, Alice, 33
- Whitmore, Nathaniel M., 26
- Williams, Gardiner, 34
- Williamson, Wm. D., 10
- Wingate, Joshua, 28
- Winslow, James, 19
 - John, 9, 15
- Winthrop, Robert C., 21
 - Thomas L., 21
- Wyman, Abram, 33

